

CITY OF CORAL GABLES
PLANNING AND ZONING BOARD MEETING
LOCAL PLANNING AGENCY MEETING
VERBATIM TRANSCRIPT
CORAL GABLES CITY HALL
405 BILTMORE WAY, COMMISSION CHAMBERS
CORAL GABLES, FLORIDA
THURSDAY, JUNE 24, 2010, 6:05 P.M.

Board Members Present:

Tom Korge, Chairman
Robert Behar
Jack Coe
Jeffrey Flanagan
Pat Keon
Javier Salman

City Staff:

Eric Riel, Jr., Planning Director
Elizabeth M. Hernandez, City Attorney
Patrick Salerno, City Manager
Jill Menendez, Administrative Assistant
Martha Salazar, Zoning Administrator

Also Participating:

Charles L. Siemon, Esq.
Siemon & Larsen,
F.W. Mort Guilford, Esq.,
Guilford & Associates
Jeffrey S. Bass, Esq.,
Shubin & Bass

Public Speakers:

William Hartnett
Kathryn Gaubatz
John Cozza
Enrique Lopez

and she passed it on, also, to the County
Commission on -- the County's --

MS. HERNANDEZ: The County Commission on
Ethics.

CHAIRMAN KORGE: -- Ethics Officer, who
agreed, and she also passed it on to the State
of Florida Ethics Office, and they also agreed.
So I guess I don't have a conflict of interest,
but I thought I should mention that, for the
record, anyway.

We have one item on the agenda for the
special meeting, Application Number
01-10-098-P, University of Miami Comprehensive
Plan Amendments.

MR. COE: Before we begin, Mr. Chairman, I
have a question to Mr. Riel.

I received these materials Tuesday, I
believe, for a meeting today. We had a very
short, regularly scheduled meeting in June, at
which we could have at least begun
deliberations over this, and why wasn't that
done?

MR. RIEL: I'm sorry, I didn't hear the
last part of your --

MR. COE: Our June -- our regularly

THEREUPON:

The following proceedings were had:

CHAIRMAN KORGE: All right, we have a
quorum, and our Director is here, so let's get
started.

Will you call the roll, please?

MS. MENENDEZ: Eibi Aizenstat?

Robert Behar?

MR. BEHAR: Here.

MS. MENENDEZ: Jack Coe?

MR. COE: Here.

MS. MENENDEZ: Jeff Flanagan?

Pat Keon?

MS. KEON: Here.

MS. MENENDEZ: Javier Salman?

MR. SALMAN: Here.

MS. MENENDEZ: Tom Korge?

CHAIRMAN KORGE: Here. Before we get
started, I'd like to just note for the record
that occasionally, in the last semester, I
taught at the University of Miami Law School,
as an adjunct professor, for which I receive a
nominal honorarium. To be sure that that did
not constitute a conflict of interest, I
e-mailed our City Attorney, who said it wasn't,

scheduled June meeting was very short.

MR. RIEL: Right.

MR. COE: Why couldn't this have been
scheduled on the June meeting and then finished
today? I don't see how -- This is a very long,
involved document, sir.

MR. RIEL: Staff was still finalizing a
number of issues and working with the
University. Therefore, we, you know, created a
special meeting for this. That's why you
actually got the packet a day later than
normally. Normally, you get the packet on a
Friday, but it went out Monday.

(Thereupon, Mr. Flanagan arrived.)

MR. RIEL: But obviously, we usually have a
Wednesday meeting. So this is a Thursday
meeting. But we just weren't ready in time for
the June meeting.

MR. BEHAR: Yeah, but Mr. Riel, typically,
we have the weekend to absorb this information.
This was given to us, at least given to me, on
Monday, late Monday afternoon.

MR. RIEL: Monday afternoon, yes.

MR. BEHAR: Okay? I want to say it was
about 4:30 or so. During the week, the middle

1 of the week, we have -- you know, I do have a
2 practice that I've got to attend to. For me,
3 this is an enormous amount of material to try
4 to absorb for a Thursday afternoon meeting.

5 MR. RIEL: I apologize on behalf of Staff,
6 but --

7 MR. COE: And, Mr. Riel, I'm also concerned
8 about the lack of people here. Was notice sent
9 out to everybody, and was it sent out timely?

10 MR. RIEL: Yes, that's a part of our --

11 MR. COE: I mean, I would have anticipated,
12 for a controversial agenda item as this -- The
13 last time I recall we had a UM issue up, there
14 were out-the-door number of people. There's
15 hardly anybody here today. I mean, scheduling
16 this kind of thing as a special meeting in the
17 summertime, I find that very disturbing, quite
18 frankly.

19 CHAIRMAN KORGE: For the record, Jeff
20 Flanagan has arrived.

21 MR. RIEL: As a part of our presentation,
22 we'll tell you in terms of the notice that went
23 out, that's a part of our PowerPoint, so I'll
24 be happy to go into a little more detail
25 regarding the notice and the actions that the

5

1 University, as well as the City, has taken to
2 give people notice.

3 MR. BEHAR: Mr. Coe, just for the record, I
4 agree with you. To schedule this during the
5 summertime, I think, is really not fair for us
6 as Board members to -- at least for me, to
7 undertake this matter, you know, and I really
8 feel uncomfortable looking at it today.

9 MS. KEON: Well, there's always the
10 opportunity to defer at the end of the
11 discussion. You know, you're not -- if you
12 don't have a certain comfort level, there's
13 always an opportunity available.

14 CHAIRMAN KORGE: Any other comments before
15 we get started?

16 Eric, are you leading this presentation?

17 MR. RIEL: Yes. It's actually a joint
18 presentation.

19 CHAIRMAN KORGE: Okay.

20 MR. RIEL: Bear with me a second.

21 Could we have the PowerPoint up?

22 I'm going to turn off the lights, because
23 it's a lot easier to see the PowerPoint, not
24 completely off, but --

25 Good evening, Mr. Chair, and Members of the

6

1 Board. We have a presentation this evening, as
2 well as the University does. I would ask you
3 that you allow us to complete our presentation,
4 as well as the University's presentation, and
5 not interrupt us, because you might -- we might
6 have answers to some of the questions you may
7 have. We'd be happy to answer the questions at
8 the end of both presentations, both Mr. Siemon
9 and I, as well as the University, so --

10 Basically, what we have is an application
11 for Comprehensive Plan Amendments by the
12 University of Miami, proposing amendments to
13 both the text, as well as the Comprehensive
14 Plan Map series, or the Comprehensive Plan
15 Maps. It's a total of six amendments. They're
16 referenced as A through F. They're referenced
17 throughout the Staff Report, and also, I gave
18 you each a copy of the PowerPoint, if you want
19 to follow along, in terms of, if you can't see
20 it easily on the screen.

21 Staff completed analysis, in association
22 with the consultants, and that analysis is on
23 Page 7 through 22 in the Staff Report. The
24 analysis included evaluation of the Comp Plan,
25 the Zoning Code and other applicable Codes.

7

1 In addition, an independent traffic review
2 was completed by the City's traffic consultant,
3 so they were involved in the preparation of
4 this document, as well. And also, we had
5 advance discussions with the Department of
6 Community Affairs, since such an amendment goes
7 through their review process.

8 At this time, I'm going to turn it over to
9 Charlie Siemon, who's going to go through a
10 portion of the PowerPoint, and then he's going
11 to return the mike back to me.

12 MR. SIEMON: Mr. Chairman, Members of the
13 Board, it's a pleasure to be here, and to see
14 you all again after so long.

15 The first amendment is a text amendment to
16 Policy FLU-1.1.6. The existing plan document
17 describes the category, the land use category,
18 as "University," and the recommendation is to
19 change it to "University Campus," and the
20 reason for that is that there are provisions of
21 your plan and land development regulations that
22 address educational uses off campus, involving
23 other educational institutions, and there has
24 been, in the past, some confusion as to what's
25 UMCAD, and we've always said that's on campus,

8

<p>1 and what is not UMCAD.</p> <p>2 So we have recommended this category be</p> <p>3 described as "University Campus," to draw a</p> <p>4 distinction from those educational facilities</p> <p>5 that would be permitted off campus, because</p> <p>6 there are a different set of both policy</p> <p>7 matters and regulatory matters in the Code.</p> <p>8 MS. KEON: I know you don't want to be</p> <p>9 interrupted. So that brings it into the UMCAD</p> <p>10 or it brings it outside of?</p> <p>11 MR. SIEMON: It actually -- It's the land</p> <p>12 use category. UMCAD is the zoning district.</p> <p>13 MR. KEON: Right, right.</p> <p>14 MR. SIEMON: The land use category is</p> <p>15 currently "University."</p> <p>16 MS. KEON: Right.</p> <p>17 MR. SIEMON: And the name change that's</p> <p>18 proposed is to "University Campus," and that's</p> <p>19 all that's changed, is, the word "Campus" is</p> <p>20 added, to indicate that it is the geographic</p> <p>21 area where educational activity is conducted in</p> <p>22 a campus environment, as opposed to individual</p> <p>23 educational facilities outside. The UMCAD will</p> <p>24 fit underneath, as the land use category,</p> <p>25 though ultimately we propose a replacement</p>	<p>1 uses which would otherwise be permitted that</p> <p>2 are ancillary, that are not academic</p> <p>3 activities, but as you know, there's been</p> <p>4 discussion that a hotel or a conference center</p> <p>5 might be an appropriate part of the University</p> <p>6 campus, the Staff's position has always been</p> <p>7 that that would be appropriate, but only in the</p> <p>8 "Multi-Use Area," near the transit station,</p> <p>9 near Ponce, not near the residential neighbors</p> <p>10 to the north.</p> <p>11 So the map that you see on this shows the</p> <p>12 designation, in this area here, of the area in</p> <p>13 which -- oh, that's great, it doesn't work on</p> <p>14 that -- in which these uses would be limited.</p> <p>15 So there is a further explication and another</p> <p>16 amendment you'll see in a moment as to what</p> <p>17 ancillary uses would be permitted, while it's</p> <p>18 just a very broad distinction in the Comp Plan</p> <p>19 now, and that they would be permitted only in</p> <p>20 the "Multi-Use Area." That's the second of the</p> <p>21 amendments.</p> <p>22 The third is a text amendment, and this is</p> <p>23 what I just referred to. It is an articulation</p> <p>24 of the uses that would be permitted in the</p> <p>25 "University Multi-Use Area." Right now, these</p>
<p>1 district called -- that will be brought to you</p> <p>2 later, that would implement that, which would</p> <p>3 be called the University of Miami Campus</p> <p>4 District, not the UMCAD.</p> <p>5 MS. KEON: So, then, you'll eventually come</p> <p>6 back around to explain how that affects the</p> <p>7 entire -- how one affects the other?</p> <p>8 MS. GAUBATZ: I can't hear you.</p> <p>9 MS. KEON: Sorry. He said yes.</p> <p>10 CHAIRMAN KORGE: Make your notes to ask.</p> <p>11 MS. KEON: Okay.</p> <p>12 MR. SIEMON: The second amendment is</p> <p>13 another text amendment, and it designates, in</p> <p>14 the Comprehensive Plan, what is now called the</p> <p>15 "University Multi-Use Area." Previously, there</p> <p>16 has been a reference in various UMCAD zoning</p> <p>17 documents about a North-South area, where</p> <p>18 certain uses were contemplated, but those have</p> <p>19 not had a Comprehensive Plan basis, so in</p> <p>20 conversations with the University about their</p> <p>21 future campus plans and certain ancillary uses</p> <p>22 which currently have been interpreted to be</p> <p>23 included in the plan, we have recommended that</p> <p>24 there should be a designation of a subcategory</p> <p>25 in the Comprehensive Plan Map, and that certain</p>	<p>1 ancillary uses have been interpreted to be</p> <p>2 permitted throughout the campus, and this would</p> <p>3 confine them, in terms of Comprehensive Plan</p> <p>4 designation, to that "Multi-Use Area," so that</p> <p>5 we can address what is the principal concern</p> <p>6 with some of these uses, and that is potential</p> <p>7 impacts on adjacent residential neighborhoods.</p> <p>8 And the category -- this category shall include</p> <p>9 all other lands uses that are associated or</p> <p>10 affiliated with the University or directly</p> <p>11 supportive of the University's mission to</p> <p>12 educate and nurture students, to create</p> <p>13 knowledge, to provide service to the community.</p> <p>14 Other uses may include lodging, conference</p> <p>15 center, governmental and public sector,</p> <p>16 research, office, medical/healthcare uses.</p> <p>17 Retail uses ancillary to or which serve the</p> <p>18 other uses permitted in the "University Campus"</p> <p>19 and "University Campus Multi-Use Area" may be</p> <p>20 integrated in an amount not to exceed 15</p> <p>21 percent of the total floor area.</p> <p>22 These uses, however, are in the Multi-Use</p> <p>23 and only the Multi-Use, instead of the broad</p> <p>24 categories of ancillary uses that are currently</p> <p>25 permitted anywhere in the UM campus. That's</p>

<p>1 the third amendment.</p> <p>2 The fourth amendment is to modify the text</p> <p>3 of Policy FLU-1.1.6, to increase the maximum</p> <p>4 permitted floor area from .5 to .7. As you</p> <p>5 know, the first Master Plan was approved in</p> <p>6 1992. It characterizes the maximum floor --</p> <p>7 square footage at five million -- 6,875,360</p> <p>8 square feet. The calculation was based on an</p> <p>9 identified FAR and a certain acreage of land.</p> <p>10 In subsequent UMCADs, that number has bounced</p> <p>11 around, as different professionals have</p> <p>12 calculated different acreages. But a constant</p> <p>13 throughout that is the expectation that the</p> <p>14 overall Master Plan for the University would</p> <p>15 ultimately cap out, including residential --</p> <p>16 residential was included in the square</p> <p>17 footage -- unlike most zoning districts, there</p> <p>18 isn't an intensity of use, there's a square</p> <p>19 footage of use for residential in the campus</p> <p>20 plan -- at 6.8 million square feet, and this</p> <p>21 FAR amendment would -- would, for once and for</p> <p>22 all, identify what is the cap that would be</p> <p>23 permitted within the campus, and that's the</p> <p>24 purpose of this amendment. And there are a</p> <p>25 number of -- if you go through the -- Eight</p>	<p>1 currently owned and currently used by the</p> <p>2 University in support of the activities.</p> <p>3 The next is probably the most complex of</p> <p>4 the issues which is presented in these</p> <p>5 amendments, at least from my perspective, and</p> <p>6 that is the modification to the text of the</p> <p>7 amendment, to include the University Campus and</p> <p>8 several parcels which are within it, parcels</p> <p>9 like the fraternity-owned parcels, which are</p> <p>10 not owned by the University, but a part of the</p> <p>11 campus, privately owned by them, that they</p> <p>12 would be included in the Gables Residential</p> <p>13 Infill District, which is the City's</p> <p>14 Transportation Concurrency Exemption Area, and</p> <p>15 that proposal is in context of long-term</p> <p>16 planning for the University, but in the last</p> <p>17 three years, there has been a general</p> <p>18 initiative with regard to Transportation</p> <p>19 Concurrency in urbanized areas, employment</p> <p>20 centers, to shift away from the traditional</p> <p>21 concurrency approach, to go to Transportation</p> <p>22 Concurrency Exemption Areas, but instead of the</p> <p>23 old concept that it's just exempt, the new idea</p> <p>24 is to promote mobility in these exemption areas</p> <p>25 by dependence on alternative modes of</p>
<p>1 UMCADs?</p> <p>2 MR. RIEL: Yes.</p> <p>3 MR. SIEMON: -- I think there's seven</p> <p>4 different numbers at various times, but the</p> <p>5 consistent plan, that is, the physical plan,</p> <p>6 the buildings and footprints and their</p> <p>7 character, has always been at least represented</p> <p>8 in those documents as this average, rounding</p> <p>9 6.8 -- 765 to 6.8.</p> <p>10 The next amendment, which my pointer won't</p> <p>11 help at all on, but there are three parcels of</p> <p>12 land which are across a local street, Hurricane</p> <p>13 Drive and Levante Avenue, from the UMCAD -- the</p> <p>14 current UMCAD classification. The historical</p> <p>15 practice is that they acquire a contiguous</p> <p>16 property, and contiguous property is</p> <p>17 immediately across a local road, that it should</p> <p>18 be added to the campus, and all this does is</p> <p>19 add it to the Comp Plan designation, which will</p> <p>20 now be "University Campus," instead of having</p> <p>21 it as "Commercial Low Intensity."</p> <p>22 And in the future, we would expect that</p> <p>23 that would also be brought into the UMCD (sic)</p> <p>24 and be consistent with that, and there are</p> <p>25 these three parcels. They're owned --</p>	<p>1 transportation, by land use strategies, et</p> <p>2 cetera.</p> <p>3 The City has been working with the</p> <p>4 University for years to promote exactly what</p> <p>5 the statute -- Senate Bill 360 in the year</p> <p>6 before -- the session before last adopted.</p> <p>7 They are located on a transit center. They</p> <p>8 have a high share of alternative use of modes</p> <p>9 of transportation, bicycles, walking. They</p> <p>10 have programs that manage parking and</p> <p>11 transportation on campus. They have, in the</p> <p>12 last few years, prohibited freshmen parking on</p> <p>13 campus, which has had a significant impact on</p> <p>14 trips to and from the campus and within the</p> <p>15 campus. They have a shuttle system, a highly</p> <p>16 successful system that carries a very high</p> <p>17 volume of students from within one place to</p> <p>18 another, and so they have proposed, and Staff</p> <p>19 has recommended, that incorporation --</p> <p>20 incorporating them in the GRID and promoting</p> <p>21 mobility and including in a new Campus Master</p> <p>22 Plan to be approved under the new zoning</p> <p>23 district which will be proposed to implement</p> <p>24 these Comp Plan amendments, a mobility plan</p> <p>25 that will be responsive to the statutory</p>

mandate that land use and mobility strategies in areas built up, where traditional concurrency has not been working, instead of just exempting them, putting a positive program to have affirmative inclusion of programs to use alternative modes of transportation, and when this was provided to the City's traffic consultant and was carefully analyzed in the context of those programs, his opinion was that this location is the best opportunity, perhaps in all of South Florida, to actually achieve the goals of the mobility strategy which is now incorporated in the statute, and that's because of the existing transit, because of the nature of the use, it's all in one ownership, they can control the student population, the faculty population; both as an employer and as an educator, they have these alternative modes of transportation that they can pursue. That's that.

The next amendment is just a map amendment, of having proposed to modify the text of the Comprehensive Plan, to include this area in the GRID, this is a change to the map, to show that change on the map which reflects the GRID. So,

17

as you see the dotted area, that would be added to the GRID, which, as you know, I think, goes up Ponce and then includes the major downtown and the Ponce corridor.

Likewise, the next plan amendment, Amendment F, is a modify to the future land use map, to map the "Multi-Use Area" which I previously described to you. In other words, there was a text amendment, that created that concept, that subcategory, described what uses would be permitted in it, and in that sub-area only, and Amendment F is just to put that on the map. It's the same amendment. One is an amendment to the text and one is an amendment to the map, but the amendment is the same.

Finally, the last part of my presentation here is to make sure -- explain to you all that the City has been working with the University to develop a development agreement that calls for these amendments that are presented here, calls for a new zoning district, calls for a whole variety of other activities, things that have been under negotiation for years, at various times, and that comprehensive -- and that development agreement, which is not yet

18

finally resolved, but because of the imperative of the schedule of State review, this plan amendment, once transmitted -- not adopted, once transmitted to the State, requires they have 60 days to respond, and so if we wait until we have the development agreement, we will be pinched for time to control our own destiny and make a decision about whether this is appropriate or not.

During the time that this is before the State for review, the development agreement, we anticipate, will be completed in the very near future and will start the process of going to -- first it will be presented to you all, and ultimately would move towards adoption after mid-September, mid-September to mid-October, but that development agreement is very comprehensive, and there are, in your materials, a list of the subject matters which are addressed and proposed to be addressed in that development agreement, and it includes both the Comp Plan, the zoning ordinance that would be considered in the future, the terms and conditions, what would be required in that, and then a mitigation program of how the City

19

would mitigate and the University would mitigate and respond to the concerns of the development that would be allowed under that development agreement. And I want to emphasize that the schedule will bring the development agreement and the Comp Plan amendment into alignment, when it comes back from the State review, so that they will then travel in parallel at that point.

In the meantime, you will have an opportunity, while we're waiting, to work through that development agreement point by point before you make your recommendation as to the specific terms that are incorporated in that, and that is the last of my presentation.

MR. COE: Can you clarify something for me before we continue, because now I make sure I understand what you're saying. The development agreement, which I know -- I first sat on this Board in 1993, and we were talking about a development agreement back in 1993. That's not quite finished, correct?

MR. SIEMON: That's correct.

MR. COE: Now, we are supposed to consider these items without the benefit of the

20

1 development agreement?

2 MR. SIEMON: That's our proposal.

3 MR. COE: Aren't we putting the cart before
4 the horse?

5 MR. SIEMON: Well, I think that the policy
6 issues -- what the Staff recommendation is to
7 you, that appropriate mitigation should be in
8 place before these amendments are approved by
9 the City Commission. But because of the
10 statutory requirement to take 60 days to
11 review, and the time frame for getting this
12 package approved by the Commission, or
13 considered by the Commission, we have to deal
14 with that time frame. So what we've
15 recommended is that you address the substance
16 of these planning matters, they're addressed on
17 the substance in this plan, that you recommend
18 that this be transmitted to the State for
19 review, and that you recommend that if the City
20 Commission decides that they wish to approve
21 these amendments, that it should be
22 contemporaneous with the adoption of a
23 development agreement that would provide for
24 the future of the campus and provide the
25 mitigation that's required, and while we're out

21

1 of sequence, you could argue we're out of
2 sequence, we will have that development
3 agreement, I believe, within the next week or
4 two. We will then undertake to present it to
5 the public, to you all, give you time to work
6 through it, and move towards -- and the goal
7 would be to have that development agreement
8 through a recommendation from you all as to
9 what the mitigation ought to be when the plan
10 amendment comes back from the State for their
11 review.

12 If we didn't have that 60-day review
13 period, we would not be -- we would not have to
14 do it in this way, but I believe that based on
15 the analysis in the Staff Report, you can make
16 a determination to recommend that this be
17 transmitted, recommend to the Commission that
18 if they choose to adopt these, that there
19 should be a development agreement which
20 mitigates the areas that are shown in your
21 findings of fact, and that it would go through
22 the -- it has to go through the process and be
23 ready for their adoption, the process being
24 your review, before they adopt the substance of
25 the amendments.

22

1 CHAIRMAN KORGE: What happens if -- excuse
2 me, let me just ask a quick question. What
3 happens if the development agreement is never
4 reached, for whatever reason? It could be
5 disapproved, it could be the University and the
6 City don't reach an agreement, or whatever the
7 reason. Then what happens to this, assuming we
8 approve this and it goes forward?

9 MR. SIEMON: Your recommendation on the
10 substance of the adoption, if you were to adopt
11 the findings which are included in this
12 document, says that they would have to act
13 against your recommendation, because your
14 recommendation is that the final approval of
15 the substance of the amendments I've described
16 to you should be attended by an enforceable
17 development agreement under Section --

18 MR. COE: So this would be a conditional
19 approval, then?

20 MR. SIEMON: Ultimately, that's your
21 recommendation, that there be a conditional
22 approval.

23 CHAIRMAN KORGE: I want to be sure I
24 understand this. If we make a recommendation
25 to approve this in whatever form, subject to

23

1 the development agreement being reached and
2 approved by everybody, and the Commission
3 accepts this recommendation, but the
4 development agreement is never reached, when
5 this goes to the State and it gets approval by
6 the State and comes back, it will not be
7 effective; is that what you're saying?

8 MR. SIEMON: That's right.

9 CHAIRMAN KORGE: Okay.

10 MR. COE: Conditional approval.

11 CHAIRMAN KORGE: Okay. I just want to be
12 sure about that.

13 MS. KEON: Yeah.

14 MR. SIEMON: The decision --

15 MR. RIEL: Let me continue -- A lot of the
16 questions you're asking are going to be dealt
17 with in the presentation, if you'll let me
18 conclude.

19 MS. KEON: You know what, though? I keep
20 saying in my mind and so it's hard to
21 concentrate on what you're saying because I
22 keep having a question in my mind with regard
23 to that.

24 MR. RIEL: We have the schedule at the end.
25 I'll go over that at the end. Just allow

24

1 me to --

2 CHAIRMAN KORGE: I thought you were
3 finished with the presentation.

4 MR. RIEL: No, no, no. I have some more --

5 MS. KEON: I thought he was finished.

6 MR. SIEMON: I'm finished with mine.

7 CHAIRMAN KORGE: I'm sorry. I thought
8 everybody was finished.

9 MR. RIEL: No, no, no.

10 CHAIRMAN KORGE: Go ahead. I apologize.

11 MR. RIEL: In terms of notification, the
12 Department mailed out notices, approximately
13 1700 notices, 1500 feet within the University.
14 The standard mail-out is only a thousand feet.
15 We typically require additional notice,
16 obviously, given the fact that this is the
17 University of Miami, and that's been our
18 standard practice, to do 1500 notices. Legal
19 notification per statutes, we posted the
20 property, or had the University post the
21 property, with 30 plus signs around the
22 perimeter. We also posted the agenda, the
23 Staff Report, and the applicant also conducted
24 a neighborhood meeting, which is a requirement
25 of the Department. That meeting occurred

25

1 approximately a week or two ago. They sent out
2 the same notice, within 1500 feet. It's their
3 own notice, basically. It's an opportunity for
4 the adjacent residents and neighbors and
5 interested parties to come and learn more about
6 this request.

7 MR. COE: Mr. Riel, how do you calculate
8 the 1500 feet?

9 MR. RIEL: It's from the perimeter of the
10 entire property.

11 MR. COE: Okay.

12 MR. RIEL: And then we also received
13 comments. We have updated comments. We
14 received six comments, which are on the green
15 sheets right in front you.

16 Conclusions, in terms of -- Whenever Staff
17 does an analysis on the Comp Plan and Zoning
18 Code, we provide findings of fact. The
19 application for the amendments has complied
20 with the procedural requirements of the Zoning
21 Code. That's the first finding of fact.

22 As Mr. Siemon indicated, prior to the
23 University filing its application on the
24 Comprehensive Plan, the City, as well as the
25 University, has been engaged in the development

26

1 of a development agreement pursuant to
2 statutes, as well as pursuant to the Zoning
3 Code requirements. As Mr. Siemon indicated,
4 that includes mitigation provisions within --
5 will include mitigation provisions within a
6 development agreement, which I have listed on a
7 slide coming up.

8 Basically, in terms of the findings of
9 fact, the mitigation, I'm going to go
10 through these. Approval of a Campus Master
11 Plan and an associated Mobility Plan, agreement
12 for financial mitigation, creation of a buffer
13 and transition zone where single-family
14 neighborhoods are adjacent to the campus, no
15 University parking under the Metrorail
16 property, restrictions on capacity and the use
17 of the BankAtlantic -- BankUnited Center,
18 limitations with regard to off-campus
19 University uses, conveyance of certain lands to
20 the University, and specifically, reconveyance
21 of the fire station property which was
22 previously conveyed from the City.

23 MS. KEON: To the City, it says.

24 MR. RIEL: From the City, sorry.

25 CHAIRMAN KORGE: Well, you've got a typo in

27

1 there.

2 MR. RIEL: The applicant -- and the third
3 is, the application, in terms of the amendment,
4 were found as consistent with the comprehensive
5 goals, objectives and policies of the
6 Comprehensive Plan.

7 The Planning Staff -- the Planning
8 Department recommends the Local Planning
9 Agency, which is the Planning and Zoning Board,
10 recommend transmittal of the proposed
11 Comprehensive Plan amendments for the
12 University to the Department of Community
13 Affairs. That's the first recommendation, the
14 second being that the Planning Department
15 recommends the LPA recommend that in the event
16 the City Commission supports the proposed Comp
17 Plan amendments, that such approval shall be
18 subject to the approval of a development
19 agreement, providing for future growth and
20 development of the University, and it basically
21 lists those items that I previously went
22 through in the preceding slide.

23 And then the final recommendation is that
24 the Planning Board recommends that the LPA,
25 based upon the findings of fact presented in

28

1 the Staff Report, finds the recommendation is
2 in furtherance of the Comp Plan.

3 In terms of the time line, you asked
4 questions about the time line. As Mr. Siemon
5 indicated, the LPA recommendation goes to the
6 City Commission. That is scheduled to go
7 before the City Commission on June 30th,
8 obviously provided that the Board makes a
9 recommendation. The application is then
10 transmitted to the DCA, Department of Community
11 Affairs, the Regional Planning Council, and
12 other agencies for review. Typically, that
13 time frame takes about 60 days for the review.
14 The agencies have 30 days to get back with the
15 DCA, and then the DCA presents, basically,
16 their decision to the City.

17 That decision comes back for second reading
18 before the Commission. It's not validated or
19 approved until the City Commission recommends
20 approval on second reading. As Mr. Siemon
21 indicated, we expect that to be in mid-
22 September. In terms of the development
23 agreement, we have currently -- hope to get the
24 development agreement finished within one or
25 two weeks, provide it to the Board, and have it

29

1 before the Board on the August 11th meeting,
2 thereby providing sufficient opportunity, if
3 it's necessary to make any changes, that it go
4 to the Commission in mid-September.

5 Basically, the development agreement and
6 the Comprehensive Plan amendments land at the
7 same meeting, with the inclusion of the DCA
8 comments, with the inclusion of the Planning
9 and Zoning Board's recommendation.

10 That basically concludes Staff's
11 presentation. Again, I'd like you to -- if we
12 could, the applicant has their presentation.
13 They have a brief PowerPoint, as well. I
14 believe they have about a five or seven-minute
15 presentation.

16 CHAIRMAN KORGE: You want to reserve all
17 questions until the applicant --

18 MR. RIEL: That's my preference, yeah.

19 MS. KEON: Wait. I really would like to
20 ask a question, please.

21 CHAIRMAN KORGE: You should ask.

22 MS. KEON: If we approve the land use and
23 the changes to the text amendment and all of
24 the things that are contained herein, and we
25 make that recommendation and it goes to the

30

1 Commission and they make that recommendation,
2 then it goes on to the State, is there any
3 right, then, that the developer or UM or
4 whatever has, that they will gain as a result
5 of that action, that they wouldn't otherwise
6 have?

7 MR. SIEMON: This is a legislative act --

8 MS. KEON: Right.

9 MR. SIEMON: -- the Comp Plan amendment.

10 MS. KEON: Right.

11 MR. SIEMON: And it's a matter of policy,
12 and the policy-making decisions of the City
13 Commission are subject to very broad deference
14 by the courts, and we do not believe, I do not
15 believe, that there's any legal significance of
16 the decision to transmit this to the Department
17 of Community Affairs for their review.

18 MR. COE: Does the City Attorney agree with
19 that?

20 MS. HERNANDEZ: Let me put it this way.
21 There is an abundance of case law on both sides
22 of the issue. So, although we may feel
23 comfortable that it's an abuse of discretion
24 standard with regard to the City Commission, we
25 cannot give you a hundred percent certainty

31

1 that the University would not take the position
2 that this is a quasi-judicial matter because
3 it's site-specific and that they're entitled to
4 the benefit of the competent substantial
5 evidence standard, so --

6 MS. KEON: So there is a potential that it
7 could be?

8 MS. HERNANDEZ: Yeah.

9 MS. KEON: There could be some development
10 right that they would have --

11 MS. HERNANDEZ: There's always a potential.

12 MS. KEON: -- as a result of this, if it
13 doesn't go along with the site plan or the
14 development plan and all of those things. So
15 that is -- that potentially could happen?

16 MS. HERNANDEZ: That is a potential.

17 There's obviously statements that the
18 University of Miami can make on record that
19 would alleviate the concerns of this Board, and
20 I'm certain that they will probably make those,
21 in an abundance of caution, trying to curry
22 favor with the Board.

23 MS. KEON: But yet it could. When it came
24 to a legal -- through a discussion, or if it
25 ended up in court, it could -- it could affect

32

1 or it could give them a certain right that they
2 might not otherwise have?

3 MS. HERNANDEZ: Unless they proffer
4 something to the contrary to this Board today.

5 MR. FLANAGAN: Can I --

6 MS. KEON: You know, that -- I just wanted
7 to make sure that that was clear for us in our
8 thinking, in going forward. That's all.

9 MR. FLANAGAN: Mr. Chairman, can I just
10 ask -- I'm confused. I heard the City Attorney
11 say that -- I mean, the University, I think,
12 could argue anything they wanted, at some
13 point --

14 MS. HERNANDEZ: Of course.

15 MR. FLANAGAN: -- of course, and they may
16 argue that it's quasi-judicial, but we are
17 sitting today as a Local Planning Agency --

18 MS. HERNANDEZ: Yes, sir.

19 MR. FLANAGAN: -- reviewing this in a
20 legislative matter --

21 MS. HERNANDEZ: That's correct.

22 MR. FLANAGAN: -- only as a legislative
23 matter.

24 MS. HERNANDEZ: Correct.

25 MR. FLANAGAN: Which then also leads to, if

33

1 we're approving something in a legislative
2 capacity, we can't condition that approval, or
3 can we condition the approval -- if we approve
4 this conditioned on, they should revise the
5 UMCAD and do this and do that, my understanding
6 is, with the legislative process, we can't
7 condition --

8 MS. KEON: Right.

9 MS. HERNANDEZ: Right.

10 MR. FLANAGAN: Ours is only a
11 recommendation.

12 MS. HERNANDEZ: That is why -- That is why,
13 if you review Staff's recommendation, what
14 they're recommending is transmittal, and that
15 if once the State reviews -- by that time, you
16 will have received the development agreement,
17 hopefully. So I think that Staff carefully
18 worded their recommendations, that this Board
19 recommend transmittal -- it's not saying
20 recommend approval -- so that there is a time
21 in order for this Board to be able to review
22 the development agreement and the mitigation
23 factors that are being referenced and somehow
24 referred to in the Staff's Report.

25 Mr. Siemon, I'm sure, can provide

34

1 additional --

2 MR. SALMAN: Through the Chair, by
3 repeating what you just said --

4 MS. HERNANDEZ: Yes, sir.

5 MR. SALMAN: -- our vote for today, from a
6 legislative point of view, is to vote for
7 transmittal or against transmittal?

8 MS. HERNANDEZ: Exactly. Well, there's
9 two --

10 MR. SALMAN: Without --

11 MR. COE: No, no.

12 MR. SALMAN: -- recommendation as to approval?

13 MR. COE: You'd better explain that.

14 That's not correct.

15 MS. HERNANDEZ: The Planning Department is
16 recommending -- and if you look at Page 14,
17 they've been -- they have carefully worded
18 their recommendations, and they worked very
19 carefully with Mr. Siemon, and I have not been
20 part of those discussions, so I'm going to let
21 him give you his verbiage on it, and then I'll
22 weigh in if you deem it appropriate.

23 CHAIRMAN KORGE: It's Page 2 of that,
24 Javier, Page 2, the first three paragraphs.

25 MS. HERNANDEZ: Oh, this is on -- well, I

35

1 just referred to the PowerPoint, because it's
2 larger, and for those of us that use reading
3 glasses, it's easier.

4 MR. SIEMON: Mr. Chair, I think that Mr.
5 Bass has approached the podium --

6 CHAIRMAN KORGE: Yes, it's his turn.

7 MR. SIEMON: -- in hopes of --

8 MS. HERNANDEZ: Currying favor.

9 MR. SIEMON: -- providing some comfort.

10 CHAIRMAN KORGE: And making his
11 presentation, I assume, as well, right?

12 MR. BASS: I was --

13 MR. SIEMON: Actually, not.

14 CHAIRMAN KORGE: No?

15 MR. BASS: If I may --

16 CHAIRMAN KORGE: Yes.

17 MR. BASS: -- through the Chair, Jeffrey
18 Bass, 46 Southwest First Street, representing
19 the University here, to simply address the
20 question as to the legal significance of what
21 you do today, and the corresponding contention
22 that you might be conferring a new right or
23 benefit upon us based on your recommendation
24 today.

25 To give you that comfort, I will say that

36

1 today's proceeding is a recommendation in a
2 legislative capacity, and no new right is being
3 conferred to us today based on the action you
4 take today. So I tried to give you all comfort
5 there, that I thought was in your question. If
6 you need more, I can elaborate, but I just
7 wanted to give you that proffer here to
8 hopefully put that question to bed for the
9 purposes of tonight's discussion.

10 MS. KEON: But --

11 CHAIRMAN KORGE: Yes.

12 MS. KEON: Although we may not be giving
13 any right in transmitting it, once the State
14 looks at it or approves it, does it -- does
15 that then give them a right?

16 MR. BASS: Let me go one step further,
17 then. I would --

18 MS. KEON: Because I know we couldn't
19 condition -- I mean, we can't condition that as
20 a legislative process.

21 MR. BASS: Not to interrupt, but to extend,
22 then, the proffer, it would be to say that
23 throughout the review process at DCA and
24 through its consideration and its
25 recommendation, we would stipulate that its

37

1 recommendation would not give us any new right
2 or benefit merely during its interim review
3 between the transmittal phase and the adoption
4 phase.

5 So to say it even more categorically,
6 unless or until the City Commission votes to
7 adopt, it's our position that throughout this
8 process, we are not acquiring a new right or
9 benefit by pursuing this process.

10 Does that -- Did I get it all?

11 MS. KEON: That you would proffer that?

12 MR. BASS: I'm saying that right now, as
13 the City's --

14 MR. SALMAN: As the --

15 MR. BASS: I'm sorry, as the University's
16 lawyer --

17 MR. SALMAN: Thank you.

18 MR. BASS: -- to the City.

19 MS. KEON: Yes.

20 MR. BASS: Thank you, okay. Did I --

21 MS. HERNANDEZ: And that satisfies our --
22 you know, our need to have it on the record
23 that both parties are on the same side and on
24 the same issue and that that will be a
25 nonissue, should there be a dispute in the

38

1 future, and we're hoping, obviously, that there
2 will not be, so --

3 MS. KEON: Thank you.

4 Yes, thank you.

5 MR. SIEMON: Are we going to wait for
6 questions?

7 CHAIRMAN KORGE: Yes. If the University
8 wants to come forward now with its
9 presentation.

10 MR. GUILFORD: Mr. Chairman, Members of the
11 Board, just for the record, my name is Mort
12 Guilford, and together here with Jeff Bass, who
13 you just heard, representing the University of
14 Miami on this application before you tonight.
15 My offices are 2222 Ponce de Leon Boulevard,
16 and I am with the firm of Guilford &
17 Associates.

18 Now, one of the very first things I'd like
19 to do is take just a minute or two and
20 introduce some of the people that are with us
21 tonight from the University. I think that --
22 We have for example, Manny Cadre, who was
23 previously, I think, a member of this Board,
24 but is a Coral Gables resident and a -- on the
25 Board of Trustees.

39

1 Manny?

2 I'd like everybody maybe to just kind of
3 raise their hand and let the Board know who you
4 are, and so forth and so on.

5 But, anyhow, we have Joe Natoli, our Senior
6 Vice-President of Business and Finance. He's
7 back there in the back.

8 We have Maria Gralia, an attorney from the
9 General Counsel's Office; Janet Gavarrete,
10 Associate Vice-President of Campus Planning;
11 Irma Abella, Director of Real Estate
12 Regulations; Sarah Artecona -- Is Sarah here?
13 I don't think so. All right. And Margot
14 Winick, Assistant Vice-President of Media
15 Relations.

16 Last, but certainly not by any stretch of
17 the imagination least, Alicia Corral, who's a
18 campus planner, who has been a tremendous,
19 tremendous help to me in putting this
20 presentation together.

21 Now, all of you have a copy of the Staff
22 Report, so what I have done is, I have put our
23 presentation of the amendments in the same
24 order that they were given to you or in your
25 Staff Report. So I suggest to you that you

40

1 might want to go along with this presentation
2 and go along with the Staff Report at the same
3 time.

4 Now, I believe that the Staff has done an
5 excellent job and a very, very thorough job in
6 their Staff Report, their Staff
7 recommendations. I also think that Charlie
8 Siemon has done a very, very good job, going in
9 depth -- going in depth, I might add, on his
10 presentation. So what I'm going to do is try
11 to make it as brief as possible, but at the
12 same time, I would like to kind of talk us
13 through.

14 I heard you, Judge, and you said about
15 understanding this, and Bob, you also. So what
16 I would like to do is kind of simplify it a
17 little bit, if I can, and let's see if we can
18 just talk it through.

19 So, with that being said, what I'd like to
20 do is to get started with our presentation.

21 Ali --

22 MR. RIEL: If we could have the PowerPoint
23 up, the other PowerPoint.

24 MR. GUILFORD: Pardon? Yeah.

25 Now, the other thing, I really --

41

1 MR. BEHAR: Excuse me one second. Some of
2 that text is very difficult to read from here.
3 We don't have a -- something for us to follow?
4 You brought out -- The illustration you put
5 up --

6 MR. GUILFORD: I really -- no, I really
7 don't, Bob. I'm sorry. I admit to you, I got
8 here early, as you know, and I had a hard time
9 reading this one over here. I happen to think
10 it has to do with age, but I agree.

11 MR. BEHAR: Thank you there.

12 MR. GUILFORD: I agree with you that it's a
13 little small print.

14 Let's start right off, in A. Very, very
15 candidly, I happen to think a lot of this is
16 just housecleaning. What we're trying to do is
17 to change the name "University," to "University
18 Campus." Now, the UMCAD was passed in 1992.
19 It says "University Campus Area Development
20 Plan," and everything that we talk about has to
21 do with "Campus." So what I'm trying to do is
22 to get this in some clarity and some
23 continuity, and let's just call it what it
24 really is, and what is it? It's the
25 "University Campus."

42

1 Now, along with A, what we've also asked
2 for is that we have a proposed subcategory, and
3 that subcategory is called "University Campus
4 Multi-Use Area," and that sets forth uses that
5 are only permitted in a legally described area
6 of the campus. Now, that area is over in F,
7 and I'm going to discuss that a little bit more
8 in detail when we get to F. But what we have
9 said as what we want to do is to clarify the
10 uses that have historically been considered for
11 a special area, including what you've already
12 heard, the research, office, lodging,
13 governmental/public sector, conference center,
14 medical/healthcare uses.

15 Now, these uses always have been
16 contemplated by UMCAD, and that's what I meant
17 by the clarification as such, as an ancillary
18 provision to the academic mission. The
19 Comprehensive Plan is a long-range vision, and
20 I should have mentioned that a little bit
21 earlier. We're talking about the Master Plan.
22 We're really talking about the future. This is
23 not something that's going to happen right
24 away. This is not something that they turn
25 around and start building or doing anything.

43

1 First of all, it's got to go through the zoning
2 processes, as everyone knows. It's got to go
3 through UMCAD amendments. So you've got a lot
4 of public input.

5 Now, Judge, you mentioned about the lack of
6 people here. But you have more and more
7 meetings, you have more and more people give
8 more and more input, and that's one reason that
9 we have UMCAD the way it is, to allow all of
10 that input.

11 The next one has to do with the floor area
12 ratio. Very candidly, I think this is just a
13 mathematical calculation. The UMCAD called for
14 a 0.5, and that was in -- I think they passed
15 the -- I was part of that, as a matter of fact,
16 the Comprehensive Master Plan, 1985. It stayed
17 at 0.5, and I think it may still be, but in
18 1992, the City adopted UMCAD, and with UMCAD,
19 in UMCAD, it had the FAR as 0.6, and 0.6
20 allowed a 6,795,385 acre -- square feet, as I
21 understand it.

22 Now, so what really went on? All of that
23 calculation was really done on 260 acres. They
24 come to find out that, one, they included the
25 streets. They included the Lee Lincoln

44

property. They included even part of the lake. It included a number of things, fraternity houses and -- fraternity houses and religious houses, that the University didn't own. So they come back down and say, "Well, what does the University really own?" And they own 225 acres. So what we're trying to do is, historically, we've always had the 6,800,000 square feet, so what are we doing? We're just changing the 0.6 to 0.7, to make it come out mathematically the same. So that's why I called it a mathematical calculation, and I think it's really nothing more than that.

Now, the University has owned three pieces of property that is directly across the street from Mark Light Stadium. They have owned this property since 1966. They've owned one piece, I think, since 1967. I think, if I'm not mistaken, one piece houses the McKnight Advancement Center, which are some administrative offices. It also handles the Art Department, and I think one is a parking lot.

So what we're saying is, this has been zoned "Commercial Low-Rise Intensity," and what

45

we want to do is to get all the University-owned property under "University Campus." So what we'd like to do is just have that change from a -- the "Commercial" to "University Campus."

Now, we come to the GRID. Now, I've taken a lot of teasing and everything about the GRID, because I happen to think this one is very interesting, and the reason -- Well, did they put up a map? Sure they did. Go back to the map. You can see up here that the GRID -- the GRID starts over there about from -- and I'm going to just show you in generalities. The GRID starts over about Southwest 8th Street and goes to -- and goes to U.S. 1. We -- it's over from Douglas Road over to LeJeune, and then when you hit the Highway, it goes south, and it goes right in front of the University of Miami campus.

Now, what I've tried to do, and I said earlier about trying to simplify some of this, they -- What is the GRID? And the GRID is really the Gables Development Infill District. It is known as the Transportation Concurrency Exemption District. So what are we talking

46

about? We're talking about concurrency exemption.

Now, this Gables -- the GRID really came into being in 1995. I've got down here, where is the GRID. I've already given that to you. So how does the property get into the GRID? And I think this is the interesting thing, that number one, they talk about urban design, they talk about land use mixes, they talk about network connecting -- connectivity. They talk about various and sundry things, like, for example, internal transportation. You know, everything that they've talked about having to do with the GRID and getting into the GRID, the University has. Let's take it from there.

Number one, they talk about internal transportation, all right? We've got the shuttle service. They talk about path -- a bicycle path. They talk about walking path. They talk about mass transit. We've got the mass transit station right there in front of the campus. They talk about public bus facilities. We've got the Dade County bus system going with stops right in front of the campus. I really believe that there is nothing

47

that you would have as a requirement or an item for consideration to get into the GRID that the University doesn't have, and as a matter of fact, the University has internal control that I don't know any other piece of property -- owner of any property would have, and that has to do with, they can control the classes, they can control the parking, they can control what the students do. For example, just last year, I think it was done, freshman could not have cars. So, this is a plus.

What does all this mean? It means, really, that -- and why I said I think it's interesting, is that if we did nothing else, and I stood before you, I would think that with the requirements that the University has met, that number one, in and of itself, they would be entitled to get into the GRID. But the University does more.

In 1992, the University and the City adopted UMCAD. There was a Master Plan there, a traffic study, and then in 2008, they did the University of Miami Regional Traffic Study. Now, what does this study of 2008 really do? Number one, it sets up a -- the build-out of

48

1 the University to the year 2025, in five-year
2 increments, and what does that mean? That
3 means that every single five years, you've got
4 to have a traffic study. The regional traffic
5 study kicks in. And part of that is the two
6 studies that I talked about. You've got a
7 Florida Statute hanging out there, that's
8 1013.30, and that statute is the Transportation
9 Concurrency Exemption for all State colleges
10 and universities, and the two studies that we
11 had literally mirrored that statute.

12 So, what does all this mean? It means
13 that, number one, the University's traffic
14 study ensures that the mitigation is completely
15 commensurate with the University impacts to
16 local and regional road networks, and again, as
17 I said, this literally mirrors the statute of
18 1013.30.

19 Last is F, and that is that piece of
20 property that runs in front of the BankUnited
21 Convocation Center. It previously, I think
22 many, many years ago, was called the Long-Range
23 Development Area, and at that time, as I
24 recall, it was -- they talked about having IBM
25 come in with all kinds of research, and this,

49

1 that and the other. I think, later on, it was
2 called the North-South Center Development Zone.
3 I may have the two confused, but -- backwards,
4 but those are the two that were there.

5 And now what we would like to do is to
6 include what I talked about earlier, which was
7 the Multi -- the subcategory of Multi-Use, of
8 those items that were mentioned, that they
9 alone go into this area. So, when they talked
10 about having the Multi-Use items, they were
11 talking about and they said only in a legally
12 described area, and I want you to know that
13 that is the legally described area that is
14 shown above.

15 Mr. Chairman, I really think that concludes
16 our presentation. We'd be happy to answer any
17 questions that you have. I appreciate your
18 time and your attention and --

19 MR. COE: Mort?

20 MR. GUILFORD: Yes, sir, Judge?

21 MR. COE: Mr. Chairman --

22 Mort, I just have a clarification, if you
23 could. On the GRID, what you're essentially
24 changing, then, is encompassing the entire
25 University Campus within the GRID; is that

50

1 right?

2 MR. GUILFORD: Yes, sir.

3 MR. COE: Okay.

4 MR. GUILFORD: Yes, sir.

5 Thank you very much, Mr. Chairman.

6 CHAIRMAN KORGE: Thank you, Mort.

7 I guess we'll open this up to the public at
8 this time. Has anybody signed in to speak?

9 MS. MENENDEZ: Yes. We have two speakers.

10 William Hartnett?

11 MR. COE: Why don't you get the pros first?
12 Should we get the pros first and then the cons?

13 CHAIRMAN KORGE: No. As they come.

14 MR. COE: Okay.

15 CHAIRMAN KORGE: Mr. Hartnett.

16 MR. HARTNETT: Mr. Chairman, I've got to
17 apologize, I didn't bring my snow shovel. You
18 have seen the biggest snow job in 55 years that
19 the University of Miami has ever put on. I'm
20 William J. Hartnett. I live at 4950 Campo Sano
21 Court.

22 I can tell you a number of reasons why this
23 should be denied. First of all, there is a
24 development plan that the University of Miami
25 signed in 1979, with the State of Florida,

51

1 which limits the University to its own campus.
2 I think it was 260 acres, it might have been
3 160, and 12,400 students. They were allowed to
4 go 20 percent over that. They have exceeded
5 every bit of that, and nobody's gone around to
6 try to enforce it, even though I've raised the
7 question a number of times.

8 The State of Florida statutes mean nothing
9 to the University of Miami. There's
10 development statutes that was enacted by the
11 Legislature to prevent unregulated growth.
12 There is -- Every building that is produced in
13 the State must have a concurrency plan. Here's
14 the City of Coral Gables' concurrency plan. I
15 defy you to look in your packet and find a copy
16 of the concurrency plan of the City of Coral
17 Gables, a requirement for every other building
18 that exists in the City. It is not there.
19 I've checked it. I may have overlooked it, but
20 I doubt it.

21 The reason this snow job is going is
22 because the development plan that was ordered
23 by the State divides two zones, puts every area
24 in the City of Coral Gables in a zone. Zone 46
25 and 47 cover the campus and adjacent area. The

52

1 application of the GRID is an attempt to get
2 away from those zones. In those zones, the
3 requirement for movement of traffic has been
4 zero for the last 20 -- 15 years. The
5 transportation rating for the University, they
6 have a rating, and it goes to F. It is F
7 minus, minus, minus. There are no trip
8 allowances in those two zones, and the
9 University knows it. The way to get around it
10 is to try to get into the GRID, which abandons
11 those particular zones that everybody else in
12 the City has to adhere to.

13 The development of the University is
14 nothing but a land grab. Every citizen that
15 owns a piece of property in the City of Coral
16 Gables is subsidizing the University of Miami,
17 because when they buy a building, it comes off
18 the tax rolls. There is no property taxes to
19 the City of Coral Gables. And the building
20 that they're talking about on the corner of
21 Ponce de Leon and San Amaro has been off the
22 tax rolls, as they say, since 1995. It was --
23 There has been no income. This so-called
24 development plan is just a refuge in which to
25 try to get around Proposition 4 that's going on

53

1 the ballot in November, and at that time, we're
2 going -- when the University tries these kinds
3 of things, they're going to have to submit it
4 to a general vote of the population of Coral
5 Gables. They don't want that, and I know that
6 anybody that deals with zoning do not want
7 that, but it is time that the citizens of Coral
8 Gables can control their own destiny, and
9 that's one of the reasons -- there's a lot of
10 headaches with that amendment, but still, we
11 just have to grab this development situation.

12 The desire to move from .5 to .7 for this
13 square footage, that is ridiculous. There's
14 more square footage on the campus of the
15 University of Miami than exists in all the City
16 of Coral Gables commercial area. Now they're
17 going to -- they want to jump it up to another
18 2300 -- 23 million -- 2,300,000 square feet.
19 They're going to build big buildings, because
20 right now, on the basis, they cannot build
21 those buildings, because of the trip problem.

22 So I ask you to deny this application, for
23 the sake of the City of Coral Gables. What
24 they're trying to do with their five billion
25 endowment thing is to buy every house that

54

1 exists in the area, from Red Road to San Amaro,
2 from Miller Road to Ponce de Leon, buy them.
3 They already own probably six or seven houses
4 that are not on the tax roll. There's no sales
5 tax going for short-term leases that is
6 entitled in the State. There's no ad valorem
7 going to pay for our school systems. They have
8 taken those properties off the tax roll, and
9 the people in Coral Gables need to know that
10 they're subsidizing the University of Miami for
11 every piece of property that they move off that
12 campus and into their portfolio.

13 So, again, I ask you to make them adhere to
14 the regulations that the City of Coral Gables
15 puts out and which they constantly violate.
16 They talk out of both sides of their family
17 (sic). In that zone area, there's three areas,
18 approximately 12,000 square feet, for housing.
19 Do you think they want to use it for housing?
20 Hell, no. They built the Hurricane Village,
21 when they could have put that right on campus.
22 President Shalala says she wants everything to
23 go on campus. She talks out of both sides of
24 her mouth, because if she did, they wouldn't
25 have had Hurricane Village to -- they could

55

1 have put the same square footage right there on
2 the campus in that zone. It's already been
3 zoned for it.

4 In addition to that, they are -- instead of
5 an educational institution, they're a bottom
6 line company. They're only interested in how
7 much money they can make, none of which comes
8 to the City of Coral Gables.

9 And anyway, so this application and the
10 fulfillment of the UMCAD agreements should --
11 this thing should be denied, on behalf of the
12 citizens of Coral Gables. Thank you.

13 CHAIRMAN KORGE: Thank you.

14 Call the next witness.

15 MS. MENENDEZ: Kathryn --

16 MS. GAUBATZ: Hello. I'm Kathy Gaubatz,
17 and I live at 2912 Alhambra Circle, and I must
18 say, I have not been in on this conversation
19 about the improvements and updates on the UMCAD
20 in the last couple of years, but I'm interested
21 in the Gifford Arboretum. It was I who
22 discovered -- rediscovered it back in the late
23 '70s, and led the charge to save it, and in
24 1992, when the Master Plan was adopted, we were
25 promised that it would never be touched, no

56

1 parking lots -- It was parking at that point.
 2 There wasn't a discussion of a road. We never
 3 even heard of this road. So I'm very
 4 interested in that, because in that discussion,
 5 we were only concerned about not having the
 6 Gifford Arboretum a parking lot, and I'm still
 7 concerned about not having the Gifford
 8 Arboretum a parking lot.

9 I am not sure about the GRID and exactly
 10 how all that fits in, but I've just got to say
 11 that I'm concerned about the boundaries of the
 12 Gifford Arboretum if there is to be an internal
 13 road, which we never even heard about. Am I
 14 missing something? Back in '92 and '90 and
 15 before, we never even heard about an internal
 16 road. It was mostly the parking.

17 So, whatever you decide, if there is an
 18 internal road, if you -- I don't quite
 19 understand the GRID and what it's getting out
 20 of it and why the University is terrible for
 21 trying to move out into the neighborhoods --
 22 I'm not sure about that. But I do care about
 23 the Gifford Arboretum, which has been
 24 designated as a museum.

25 John, would you come and explain that?

57

1 John Cozza, who has -- he was a graduate
 2 student. He is now a Ph.D. He has been the
 3 curator of the Gifford Arboretum, and he will
 4 explain to you why it is a museum and why we
 5 don't want to touch those boundaries, whatever
 6 you do decide.

7 John, just tell them about the designation
 8 of the Gifford Arboretum as a museum by the --

9 MR. COZZA: The Institute of Museum and
 10 Library --

11 CHAIRMAN KORGE: Excuse me, would you state
 12 your name and --

13 MS. GAUBATZ: Oh, oh, I'm sorry.

14 CHAIRMAN KORGE: -- address for the record?

15 MS. GAUBATZ: We have to say who we are.

16 MR. COZZA: I'm John Cozza. I don't live
 17 in Coral Gables, but I work for the University,
 18 and I'm especially also, like Kathy, interested
 19 in the Arboretum and, you know, anything that
 20 might affect its boundaries and its integrity.

21 MS. GAUBATZ: No, no, but now tell about
 22 the designation.

23 John has been in the Biology Department as
 24 a student.

25 And for how many years, you were the --

58

1 MR. COZZA: Curator.

2 MS. GAUBATZ: -- curator of the Gifford
 3 Arboretum.

4 MR. COZZA: Two years.

5 MS. GAUBATZ: So, when it was designated as
 6 a museum by the --

7 MR. COZZA: Institute of Museum and Library
 8 services.

9 MS. GAUBATZ: And so it is very important
 10 that arbor students come. We said this years
 11 and years ago, and just so if, in your wise
 12 deliberations to solve all of the problems
 13 around the University, I just hope that you
 14 keep the Gifford Arboretum, which Tad Foote
 15 promised us, in 1992, would be there forever,
 16 with the --

17 CHAIRMAN KORGE: So you're concerned about
 18 the internal road --

19 MS. GAUBATZ: Yes, yes.

20 CHAIRMAN KORGE: -- going through the
 21 arboretum?

22 MS. GAUBATZ: I have not -- I have not
 23 heard it mentioned. Hopefully, if it is to
 24 come to pass, it does not come, because several
 25 of the iterations we have seen have the road

59

1 going through parts of the Gifford Arboretum,
 2 and we hope that the Friends of the Gifford
 3 Arboretum and Director of the Gifford Arboretum
 4 will directly be consulted, not just through
 5 the Planning Department, which seems to have,
 6 at least for the Historical Preservation
 7 presentation, a little bit different
 8 boundaries, and we are very concerned. We, as
 9 a group, are not mentioned as somebody to let
 10 know about these hearings, and I hope that we
 11 will, not just stumbling over little --

12 CHAIRMAN KORGE: Well, it's not clear
 13 what -- Is the internal road part of this?

14 MR. COE: It's Page 101, Mr. Chairman, in
 15 the UM's book.

16 MS. GAUBATZ: It was mentioned, it was, in
 17 how to deal with the parking and the GRID, an
 18 internal road. It was not mentioned by your
 19 people. But what I'm afraid of is that if you
 20 use an internal road as part of this -- I'm not
 21 sure I really understand it -- way of dealing
 22 with traffic, I want to make sure, in your
 23 deliberations, that if an internal road is part
 24 of your plan, that it does not affect the
 25 boundaries of the Gifford Arboretum. And I'm

60

1 sorry if I don't seem well-informed.
 2 CHAIRMAN KORGE: No, actually --
 3 MR. COE: Kathy -- Kathy, you're quite
 4 well-informed.
 5 In fact, what she's referring to is, look
 6 at Page 101 of the UM's book, Volume A, I
 7 guess.
 8 MS. GAUBATZ: I heard the internal road
 9 mentioned --
 10 MR. COE: You're correct.
 11 MS. GAUBATZ: -- the first time around.
 12 MR. COE: You're correct, Kathy.
 13 MS. GAUBATZ: And if you can sort of keep
 14 the Gifford Arboretum out of -- if you decide
 15 that that is the way you are going to go, be
 16 sure to consult the Director of the Gifford
 17 Arboretum, because I don't think the
 18 University's -- and this is where the problem
 19 came in and why all the arboretum people were
 20 screaming, is because our understanding of
 21 where the Gifford Arboretum is, where the
 22 boundaries are, is not quite the same as the
 23 one the University is using.
 24 So I just hope, if it gets to that, that
 25 the Director and the Friends of the Gifford

61

1 Arboretum, which I started, will be -- I was
 2 never informed about any of these deliberations
 3 and I was sort of identified with the whole
 4 issue of saving the Gifford Arboretum, so
 5 that's just a little side note, and I -- if I
 6 seem ill-informed, please forgive me.
 7 Thank you very much.
 8 MR. COE: Thank you, Kathy.
 9 MR. RIEL: Mr. Chair, the internal road was
 10 approved as a part of the UMCAD 2006 approval
 11 process.
 12 CHAIRMAN KORGE: Right.
 13 MR. RIEL: So that is already approved.
 14 That's not the subject matter of this evening,
 15 in terms of the Comprehensive Plan.
 16 CHAIRMAN KORGE: Okay. So that's not even
 17 the subject at this time.
 18 Do you want to add something?
 19 MR. BASS: I was just -- to give anybody
 20 any more comfort on that answer, we, again,
 21 take the position that we are doing nothing to
 22 impact the inner road, one way or the other, in
 23 connection with this application.
 24 CHAIRMAN KORGE: We're making no decision
 25 on that.

62

1 MR. BASS: You're making no decision on it.
 2 CHAIRMAN KORGE: Okay. Thank you.
 3 Call the next witness.
 4 MS. MENENDEZ: Enrique Lopez.
 5 MR. LOPEZ: Good evening, Members of the
 6 Planning and Zoning Board, my fellow residents,
 7 Madam City Attorney, and all present here.
 8 I'm Enrique Lopez. I reside at 1312
 9 Sorolla, a 24-year resident and a proud
 10 graduate of the University of Miami, 1975.
 11 Yes, times have changed, and Vice-Chair
 12 Aizenstat, the civility has returned to the
 13 U of M and my City relationship, a testament to
 14 what both parties have done in the past. It's
 15 been rough at times over the years, but I think
 16 over the years we have also seen, those of us
 17 that have been here long enough, to see that
 18 there is a tremendous good faith and will. The
 19 University is a proud moment, a proud entity in
 20 our City. In our worst times, when image was
 21 an issue, it was that University that kind of
 22 helped us cling on to something of value and
 23 respect in higher education.
 24 UM is a good neighbor. Over the years, we
 25 have seen them make efforts. When I went there

63

1 in school, that campus was not even a gleam or
 2 an idea or a segment of what that campus is
 3 today, both inside and outside. So, for the
 4 benefit of those that drive around it -- I do
 5 drive around it quite a bit, and I do visit my
 6 alma mater quite a bit, so I do enjoy that.
 7 I've seen how even from the landscaping, things
 8 that make sense, so I see that as a very good
 9 faith, good effort and good neighbor policy,
 10 and I think they do things to try to adjust and
 11 compliment the neighborhood. Yes, it is there;
 12 it will not go away. I hope it will never go
 13 away. I wish we had a few universities in
 14 Miami, like a city like in Boston.
 15 As a resident of this City, I see this as a
 16 positive step in the continuance and
 17 rebuilding, and may we say, tightening of the
 18 relationship that exists by and between the
 19 City. It is -- I support Staff's
 20 recommendation to basically transmit, as I
 21 understood all of your speaking, in some very
 22 valid terms, and I appreciate your personal
 23 time as fellow residents on this Board. I
 24 think it's something that there is no loss. It
 25 is something to facilitate a process. You're

64

1 still, all of you, in a very important Board,
2 who will have the opportunity, as well as those
3 elected officials and all others, of which I'm
4 not educated to discuss, will have the
5 opportunity to take and mitigate those risks
6 and those issues that are a concern to the
7 interests. I think the safeguards, through
8 Boards like yourself, are in place to ensure
9 the interests of the residents are met.

10 Thank you very much.

11 CHAIRMAN KORGE: Call the next witness,
12 please.

13 MS. MENENDEZ: No more speakers.

14 CHAIRMAN KORGE: No more?

15 Does anybody want to add anything before we
16 close the hearing, the public portion of the
17 hearing, and proceed to discussion? No?

18 MR. RIEL: I just have one housekeeping
19 matter. There's a form that, if anybody would
20 like to receive the decision of the Department
21 of Community Affairs, they need to indicate on
22 such form.

23 CHAIRMAN KORGE: Okay.

24 I'll open it for discussion or a motion or
25 whatever pleases this Board here.

65

1 MS. KEON: I'd like to have a discussion on
2 the issue of the GRID. Or, how do you want to
3 take it? Do you want to take each amendment in
4 order or --

5 MR. BEHAR: Well, I think just comments,
6 first, and questions.

7 CHAIRMAN KORGE: Yeah, I think -- Yeah, I
8 mean, I've opened it --

9 MS. KEON: That's why I want advice. Do
10 you want to do it by --

11 CHAIRMAN KORGE: I'm opening it -- I'm
12 opening it for comments and then, you know, if
13 we reach some sort of conclusion on that, and
14 if someone wants to move each of the three
15 amendments or the three motions that would be
16 required -- I don't know whether we have --

17 Eric, do we have to do those separately or
18 concurrently?

19 MR. RIEL: Yes, our preference is three
20 separate motions.

21 CHAIRMAN KORGE: Three separate motions.
22 I'll do it either way. If there's a motion
23 right now, we'll take the motion now. If
24 there's no motion now, then I'll open it for
25 discussion, so -- I haven't heard any motion,

66

1 so it's open for discussion. So lead the way.

2 MS. KEON: All right. I'd like to talk
3 about the GRID. I mean, that's foremost in my
4 mind at the moment. And what are the issues
5 that -- only because even in this analysis, it
6 does talk about the internal roadway and it
7 talks about -- it deals with the concurrency,
8 and it goes on to talk about it not really
9 being -- that they don't see that it will --
10 it's not forecasted --

11 MS. GAUBATZ: I can't hear. I can't hear
12 you, sorry.

13 MS. KEON: That the internal roadway is not
14 forecasted to divert significant traffic volume
15 to peripheral roadways, et cetera, et cetera.

16 I only wanted to just clarify, it was my --
17 My memory is that when they were given the
18 development rights, the internal roadway
19 was established, a requirement for an internal
20 roadway was established for -- not so much with
21 the diversion of traffic, but for the actual
22 development and the construction itself, and so
23 the internal roadway was one of the items that
24 was --

25 MR. SALMAN: Both ways --

67

1 MS. KEON: -- was required in order to
2 develop, so --

3 CHAIRMAN KORGE: But for what purpose?

4 MS. KEON: It was for the equipment itself.

5 CHAIRMAN KORGE: Oh, I see.

6 MS. KEON: It was for construction --

7 MR. SALMAN: It was for maintenance, for
8 life safety, for --

9 MS. KEON: And life safety. Those were --

10 MR. SALMAN: Getting around, vehicles on
11 the campus. I mean --

12 MR. COE: That was certainly morphed --

13 MS. KEON: So it really isn't -- yeah, so
14 it really isn't --

15 CHAIRMAN KORGE: So it was to divert
16 traffic from the periphery?

17 MS. KEON: Well, no, it's to service --

18 MR. SALMAN: The buildings to be serviced
19 internally.

20 MS. KEON: Internally. So it isn't for
21 people coming from the outside into the campus.
22 It was so that the campus could service itself,
23 both for development and construction and
24 everything else, internally, and not tax the
25 outside streets.

68

1 MS. HERNANDEZ: Right.
 2 MS. KEON: So I really would like, for the
 3 record, to at least make that comment, because
 4 in your book here, you talk about it as its use
 5 in being to divert, you know, the entrance and
 6 whatever, and that wasn't the intention and the
 7 purpose, and it was given -- it was required by
 8 the University -- it was required by the Board,
 9 or requested, I guess, and then approved by the
 10 Commission, for your development.

11 So I think that internal roadway is -- is
 12 part of your plan, and I'm -- I guess I'm a
 13 little concerned, does the inclusion of the
 14 University in the GRID, in any way, affect
 15 that? I mean, the requirement that, you
 16 know -- that was proffered by you when we
 17 approved the development?

18 CHAIRMAN KORGE: Mr. Siemon?
 19 Maybe Mr. Siemon has --

20 MR. SIEMON: Is the question, does the
 21 inclusion in the GRID affect the University's
 22 obligation under the existing UMCAD approval to
 23 construct the internal road? Is that the
 24 question?

25 MS. KEON: Yes.

69

1 MR. SIEMON: It does not, in any way.
 2 That's an obligation that is clearly in force
 3 and effect, and there's been no discussion that
 4 that obligation would be modified in any way.

5 MS. KEON: Is that right? I mean, legally,
 6 is that --

7 MS. HERNANDEZ: As it's here before you
 8 today, that is a correct statement. Will it
 9 prevent the University from coming back and
 10 saying, "Now that the GRID is in place, we
 11 don't need to -- " You know, I cannot give you
 12 assurances.

13 MS. KEON: I really don't understand --

14 CHAIRMAN KORGE: One second, sir. I'll
 15 give you a chance to come up.

16 MS. KEON: Yeah, I don't understand what --
 17 why the University wants to be -- or what the
 18 benefit to --

19 MR. SALMAN: That's a good question.

20 MS. KEON: -- the City of Coral Gables
 21 would be for the inclusion of the University
 22 within the GRID, any more than we would include
 23 some section of area adjacent to Ponce because
 24 the trolley goes up and down Ponce, or whatever
 25 else. I mean, I don't really understand it.

70

1 The GRID was structured to allow
 2 developments along major traffic corridors.

3 MS. HERNANDEZ: Uh-huh.

4 MS. KEON: Somehow it's hard for me to see
 5 the University in relation to the intention for
 6 the development of that policy.

7 MR. SIEMON: Let me clarify two matters.
 8 One, the internal road, in UMCAD 2006, which
 9 was approved in March of 2007, was not a
 10 concurrency matter.

11 MS. KEON: No, right.

12 MR. SIEMON: It was a matter of internal
 13 circulation, to serve the buildings and to make
 14 the campus function better.

15 MS. HERNANDEZ: Correct.

16 MR. SIEMON: That's the purpose of that.

17 In regard to the GRID, the GRID is a
 18 different approach to concurrency, in areas
 19 that have relatively intense concentrations of
 20 housing and employment, where alternative modes
 21 of transportation are the primary means of
 22 achieving mobility going forward.

23 The University is a redevelopment site. It
 24 is the biggest redevelopment site under common
 25 ownership in your City. Virtually all

71

1 development that takes forward in the future is
 2 going to involve redevelopment and
 3 reconfiguration of what's there, and we
 4 believe, if you look at the statutory criteria
 5 for where a Transportation Concurrency
 6 Exemption Area is appropriate, both in the
 7 original configuration and in Senate Bill 360,
 8 which I can never remember the real laws of
 9 Florida cite, but -- it fits under both of
 10 them, and the latter is important because it
 11 promotes -- instead of having the old kind of
 12 concurrency, it promotes land use strategies
 13 and mobility -- transportation strategies to
 14 ensure mobility, and we -- I think that that is
 15 the appropriate strategy. That's what the
 16 University and the City has been talking about
 17 as we go forward in mitigating the future
 18 potential adverse impacts of the growth which
 19 has been discussed.

20 CHAIRMAN KORGE: Just so I understand, so
 21 the mitigation really is going to come with the
 22 development.

23 MR. SIEMON: That's correct.

24 CHAIRMAN KORGE: So --

25 MR. SIEMON: And importantly, the new

72

1 Campus Master Plan which would be approved
2 under the new zoning district, which would come
3 forward to implement the Comp Plan amendments
4 here, requires the inclusion of a mobility
5 plan, as it's defined in the statute, as a part
6 of their going forward.

7 CHAIRMAN KORGE: So let me just continue
8 with my thought. If we approve this with an
9 expansion of the GRID, and the development
10 agreement comes forward to us and we find that
11 the mitigation isn't really the mitigation that
12 we think is appropriate for the area in light
13 of the statutory requirements, then we would
14 disapprove it and this whole thing would fold?

15 MR. SIEMON: You would make a
16 recommendation --

17 CHAIRMAN KORGE: Well, we would make a
18 recommendation of disapproval. The Commission
19 would decide one way or the other. If the
20 Commission agrees with us, then it would fold,
21 it wouldn't be approved. So --

22 MR. SIEMON: Well --

23 CHAIRMAN KORGE: -- where the problem is, I
24 think -- let me just finish. I think the
25 problem is that we have, the difficulty -- I'm

73

1 guessing that your difficulty is that approving
2 the GRID expansion doesn't really address the
3 issue of how that is relevant to mitigating
4 traffic in light of the statutory requirements,
5 and the reason is that we don't know what the
6 mitigation plan is yet.

7 MS. HERNANDEZ: Right.

8 CHAIRMAN KORGE: We don't know what they're
9 proposing that would be a substitute, in
10 effect, for a concurrency otherwise imposed on
11 the area. The statute, as I understand it, is
12 an alternative to concurrency, in light of
13 whatever requirements the statute sets forth,
14 and I'm certainly no expert on this, that
15 provides alternatives that discourage, in
16 effect, more traffic.

17 MS. KEON: Okay, so you don't have to
18 guess, I'll tell you.

19 CHAIRMAN KORGE: Okay.

20 MS. KEON: I don't -- I would think that
21 the University would enact policies and
22 practices that would manage their traffic
23 within the University. So I guess it's -- I
24 don't understand why there would be a need for
25 inclusion in the GRID, in order for you to do

74

1 that. There isn't anything that your being
2 included in the GRID -- any policy that you
3 would be allowed to purport, or any practice
4 that I would think would be a good policy that
5 a university would establish and would adopt
6 that would come to you, would be included in
7 the GRID, that wouldn't otherwise be -- you
8 wouldn't already have.

9 So why would you -- Why do you want to be
10 included in the GRID?

11 MR. BEHAR: Is there a financial gain to
12 this?

13 MS. KEON: I mean, is there some benefit
14 here for being included in the GRID?

15 MR. SALMAN: I've asked the question, why.
16 You haven't answered the question, why. Why do
17 you want to be?

18 MS. KEON: Yeah, why do you want to be
19 included in the GRID?

20 (Simultaneous voices)

21 MR. SIEMON: Well, wait. It's important to
22 understand that I'm working with the City, and
23 so when you say "we," I'm working with the
24 City. I don't speak for the University.

25 MS. KEON: Okay, why does the City -- Is it

75

1 the City that wants it to be in the GRID or the
2 University wants to be in the GRID?

3 MR. SIEMON: The University, in the
4 conversations, has discussed that they would
5 like to not be subject to those regulations in
6 the future, those programs, and that the
7 appropriate programs by which they should be
8 judged, which are not -- are, are they
9 providing for, in every way they can, as they
10 grow, mobility strategies and patterns of land
11 use and character of land uses that will
12 mitigate, to the maximum extent possible, their
13 external traffic impacts. This isn't about
14 internal.

15 MS. KEON: No, they're external. So,
16 actually, then, it would change. By their
17 inclusion in the GRID, it would change the
18 traffic regulations that they are currently
19 subject to.

20 MR. SIEMON: Well --

21 MS. KEON: It would be --

22 MR. SIEMON: In reality, they are already
23 addressing concurrency, not through
24 the concurrency --

25 MS. KEON: No, I understand that,

76

1 absolutely.

2 MR. SIEMON: Through the regional
3 transportation analysis which they've just
4 completed.

5 MS. KEON: Right.

6 MR. SIEMON: But, going forward, after
7 this, the focus would be on alternative modes
8 of transportation, things that can be done,
9 more on-campus housing to reduce external
10 trips --

11 MS. KEON: So, actually, they would be
12 subject to a lower level --

13 MR. SIEMON: Different.

14 MS. KEON: -- of -- or potentially a lower
15 level of regulation with regard to their impact
16 of traffic in the surrounding area, not
17 necessarily within their campus, but in the
18 neighborhoods and in the area around them. Is
19 that right?

20 MR. SIEMON: I don't think that's
21 necessarily the outcome.

22 MS. KEON: But it could be.

23 MR. SIEMON: It could be.

24 MS. KEON: But it could be. They could
25 have -- They would be given a right that they

77

1 don't now have; is that right?

2 MR. SIEMON: They get -- They would be
3 obligated to mitigate potential adverse traffic
4 impacts, other than by counting road volumes
5 and by other strategies in order to promote a
6 better and superior mobility.

7 MS. KEON: So what strikes me is that they
8 would benefit from being included in the GRID
9 and they may be better off and the neighborhood
10 could be worse off for it. That's -- so you're
11 not going to have to guess. That's what
12 it's -- That's how it strikes me as.

13 CHAIRMAN KORGE: I would assume they asked
14 for it because they thought it was better for
15 them, for whatever reason, but what I really
16 want to know is whether it complies with the
17 statute. That is, you've indicated that
18 there's a statutory criteria pursuant to which
19 they could be included in the GRID. We already
20 know they're the largest employer in the City,
21 and probably the largest private employer in
22 the County, so -- and there are other criteria.
23 I just want to be sure that you're clear, is
24 that the case? Do they fit within the statute?

25 MR. SIEMON: Yes. It's our opinion they do

78

1 fit within the statute.

2 MS. KEON: By interpretation, they believe
3 they do.

4 CHAIRMAN KORGE: Well, I'm asking our
5 lawyer, not them.

6 MR. SIEMON: Well, it's important, also, to
7 understand, your lawyer is down there.

8 CHAIRMAN KORGE: Liz, do you concur with
9 Mr. Siemon? He works for us, right?

10 MS. HERNANDEZ: Mr. Siemon has been working
11 with Mr. Riel. I have not had these
12 discussions with Mr. Siemon, so at this time,
13 I'm not prepared to comment, one way or the
14 other.

15 MR. RIEL: If I could make a comment. In
16 terms of Planning Staff review of the statutory
17 requirements, we're of the opinion, based upon
18 the information that's been provided that it
19 meets the statutory requirements. It will go
20 through the DCA review, which they will do a
21 check and balance and make sure, and they will
22 let us know if it doesn't comply or if it does,
23 and if it doesn't comply, they'll suggest
24 alternatives for consistency, or not, you know,
25 recommend approval. So that's what the DCA

79

1 review for the next 60 days is.

2 MS. KEON: Okay, but our review is what's
3 good for this community and what is good for
4 the local community and good for the City at
5 large. So, I'm sure, you know, regardless of
6 what we do, the DCA will do what they're
7 supposed to do, but our charge is to review it
8 for this community, so I -- I have a real
9 problem with the inclusion of the University in
10 the GRID.

11 CHAIRMAN KORGE: Further discussion,
12 comments or questions?

13 MR. FLANAGAN: I have some concerns that I
14 think tie into the GRID, because it's my
15 understanding that the Multi -- the new or
16 proposed "Multi-Use Area" will be on Ponce de
17 Leon, in front of the -- what do you call that,
18 the BankUnited Center? And if anybody travels
19 that road, and I'm there about probably four
20 times a day, any time that there is an event
21 going on, and I think they rent that arena out
22 for every commencement exercise for every high
23 school in the County, such that you have an
24 entire week at the end of every school year
25 where the traffic and the tie-ups are quite

80

1 horrific, as a function of traffic volumes, and
2 I think it's also a function of the way -- and
3 I don't want to get off track on it, but it's a
4 function of the way that the University and the
5 City does the traffic control, which I think
6 really needs to be addressed. I think they
7 do -- they do no service to promote the flow of
8 traffic when they're there. I think it hinders
9 it. That's a whole different story.

10 But as we're going into this, if you -- if
11 they're in the GRID, I think there's a problem
12 already with the use of that area and that
13 facility. That approval was done long before
14 my time on this Board and paying attention to
15 the various development agreements, so I don't
16 know what was required of that. I don't know
17 if those plans have been implemented or not.
18 But when you tie the concurrency exemption,
19 proposed concurrency exemption, in with what
20 appears to be a much greater -- I'm assuming a
21 much greater intensity of use along that
22 property on Ponce de Leon, I think it will do
23 nothing but severely exacerbate an
24 intermittently horrific situation.

25 So I have some concerns, and maybe I need

81

1 some clarification as to what the "Multi-Use
2 Area" --

3 CHAIRMAN KORGE: I have the same question.

4 MR. FLANAGAN: -- will be used for, what
5 its development potential is now, versus what
6 the future development potential will be if
7 this ever gets approved, and I'll settle for
8 that for now, and when we get to the issue of
9 the FAR, I have some additional questions.

10 CHAIRMAN KORGE: Yeah, I have the same
11 question about it, and in particular, is this
12 moving potential development from, let's say,
13 Campo Sano or the other parts of the campus
14 over to this "Multi-Use Area," or is it a new,
15 more dense use that's added on to what is
16 otherwise permitted? And if it is, is -- I
17 mean, I want to be clear, if you don't expand
18 the GRID, is the Ponce corridor still in the
19 GRID? I wanted to be sure, because I
20 thought --

21 MS. KEON: No.

22 CHAIRMAN KORGE: -- the Ponce corridor --

23 MS. KEON: I don't think Ponce is in the
24 GRID. South Dixie Highway is in the GRID.

25 MR. RIEL: Correct. U.S. 1 is in the GRID.

82

1 MS. KEON: U.S. 1 is in the GRID.

2 CHAIRMAN KORGE: Just U.S. 1. So it's --

3 MS. KEON: It doesn't extend --

4 CHAIRMAN KORGE: Okay, got you.

5 MS. KEON: -- over to Ponce.

6 CHAIRMAN KORGE: Okay.

7 MR. COE: But what we're doing now is
8 extending the entire University campus into the
9 GRID.

10 MS. KEON: Yes, well, that's what --

11 MR. COE: That's a concern I truly have.

12 Most of this is -- You know, Mort Guilford is a
13 very skillful presenter. He's been -- I've
14 been listening to him for 20 years. He did a
15 very good job, you know, and what we're doing,
16 which kind of disturbs me, we are mixing
17 straightforward, simple textual changes with
18 more complicated, significant redevelopment
19 changes. And why does the entire campus have
20 to now be in the GRID? That opens up a whole
21 different issue, and I really have -- That has
22 really not been explained very clearly.

23 Most of this, I have no problem with. I
24 have truly a problem with having the GRID
25 extend to the entire University campus. You

83

1 know, the University of Miami has always been a
2 very good part of the City of Coral Gables
3 community, and I certainly want to help them.
4 On the other hand, we have to balance the rest
5 of the citizenry of this City. I mean, we're
6 talking about more traffic. We're talking
7 about all sorts of things that I don't think
8 has really been explored.

9 MR. BASS: Mr. Chair, if I may, just to
10 continue to expedite this evening and maybe
11 make the decisions a little simpler, if this is
12 the feeling of the Board, and I think I
13 understand the feeling, based on the comments
14 on the GRID, you can recommend denial. You
15 know, we would encourage you to not get too
16 hung up on the GRID issue.

17 MS. HERNANDEZ: Right.

18 MR. BASS: Recommend denial. Let's see
19 what DCA says about it. You've made your
20 thoughts very loud and clear about that issue,
21 and during that period of time, we will, you
22 know, reassess whether or not that's something
23 that we want to pursue, but you've made that --
24 you've made your position clear on that, and
25 it's not our position to force you into a

84

difficult decision on that at this time. So you can recommend denial on the GRID amendment. Let's -- We understand there are some opinions that we've satisfied the statutory requirement. That is what it is. You may disagree with that. You may wish it not to be the case. You've expressed it in that way. We're okay with disagreeing with you about that now, and we will take a long, hard look at that between now and the time of the --

CHAIRMAN KORGE: Can I ask you one more question about that? If the GRID were expanded or not expanded, does it affect your overall ability to develop --

MR. BASS: No. It really changes the manner and the methods by which we measure traffic. Right now, for example, we are under an obligation to do a regional traffic study every five years. That was mentioned, it was mentioned briefly in the presentation, but that is an obligation imposed upon us, which we live with, regardless of what happens with the GRID.

The regional traffic study obligation came from an UMCAD, and we travel under it, and it looks, in a very careful and expanded way, at

85

our impacts on the various roadway networks, measured from various sort of -- I'll say concentric circles, moving out from the campus. Within that process, mitigation obligations are imposed upon us and are continuing to be imposed upon us, and that doesn't change by virtue of the GRID, one way or the other.

CHAIRMAN KORGE: So, if you were subject to concurrency, if there was no expansion of the GRID, and you wanted to put another building in somewhere, whether it's to replace an existing one or just to build another new building, you would -- your traffic issue would be resolved by the regional study, not by the typical concurrency study; is that correct?

MR. BASS: Those two work hand in glove. The regional traffic study methodologies are anchored to the existing concurrency management regulations. There are alternative ways to deal with and to look at traffic mitigation within an exemption area, right? So what we're talking about is the mitigation strategies for addressing the impacts and the policy decision about how you address them. Traditionally, you look to expanding the roadway network. Within

86

the GRID, you don't look in that direction. You look in a different direction. You look at promoting mobility.

So we're still under the RTS. We're still subject to mitigation obligations generated by the RTS process. That's not being impacted, one way or the other, on the GRID issue. Right now, under the administration of the existing concurrency regime, the campus is segmented into different precincts, and we believe, because we are a unified owner of a large, unified parcel, with unified control over our employees and our students, for the reasons previously discussed, it doesn't make sense to divide our campus into three different concurrency zones. That's not to say that different mitigation strategies aren't appropriate at different locations, but we would address that regardless, through the regional traffic study mitigation obligations.

I think my answer was longer than I intended it to be, so I'll stop talking now. I just get the sense that this is an appropriate time to stop on this.

MS. HERNANDEZ: That was about half an hour

87

ago.

MR. BASS: So, you know, unless there are other questions, and forgive me for interrupting, but I was just, again, trying --

MS. KEON: But if you could seek a method to unify your campus other than by including it in the GRID --

MR. BASS: I don't think the answer to that question is a yes, because the GRID is in the Comprehensive Plan, right? So to amend the --

MS. KEON: But you could look into that?

MR. BASS: But to amend it -- well, I think I know what the answer would be, which is a Comprehensive Plan amendment, and we're here, because, again, the GRID derives from your Comprehensive Plan and that's why we're here with a Comprehensive Plan amendment, to alter the boundaries of the GRID to include us in it, so --

MS. KEON: But you could also look for a Comprehensive Plan that would just unify you as -- you know, instead of segmenting you, you could be unified, too.

MR. BASS: I don't know the answer to that question, whether we could or we couldn't.

88

1 MS. KEON: But maybe? Maybe, huh?

2 MR. BASS: There's always a maybe.

3 MS. KEON: Okay, there's always a maybe.

4 MR. HARTNETT: Mr. Chairman?

5 CHAIRMAN KORGE: Mr. Hartnett.

6 MR. HARTNETT: The fact is that the

7 University of Miami has added to the discussion

8 after you've closed the thing.

9 I'd like to just explain a few things about

10 our neighborhood. The Department of

11 Transportation grades different roads, and

12 that's what the University is trying to get

13 around.

14 CHAIRMAN KORGE: I'm sorry, would you say

15 that again? I didn't --

16 MR. HARTNETT: They grade the roads --

17 CHAIRMAN KORGE: Yeah.

18 MR. HARTNETT: -- alphabetically, from A to

19 F, and just for an example, Miller Road, it

20 comes right in, in that area. There's 17,000

21 cars a day that go on that road, according to a

22 traffic study that was made several years ago.

23 The LOS, level of service, requirements that --

24 for development on that would have to raise --

25 reduce that by, at a minimum, five percent.

89

1 There's no way that the University is going to

2 reduce San Amaro and Campo Sano Court and the

3 other ones if they don't build the internal

4 road and everything comes in on Ponce de Leon

5 and shut those things off. It would reduce 60

6 percent of the traffic. I can stand there, and

7 urge you to stand anywhere from Miller Road

8 south and count the number of cars that pass

9 you in 10 minutes. If you don't hit a hundred,

10 I'd be really surprised, because I do it

11 periodically every day, and that's -- you know,

12 there's no need for any air conditioning there,

13 in the breeze produced by the cars whizzing by,

14 and that's even when the campus is not open.

15 MS. KEON: Can we ask for clarification,

16 Mr. Riel?

17 MR. RIEL: Yes?

18 MS. KEON: Is it -- I thought under Dade

19 County, I thought with our whole Comprehensive

20 Plan for the County, everything west -- east --

21 MR. RIEL: East of the Palmetto.

22 MS. KEON: -- of the Palmetto is --

23 MR. RIEL: In a Traffic Concurrency

24 Exemption Area.

25 MS. KEON: Is in a Traffic Concurrency

90

1 Exemption Area.

2 MR. RIEL: Correct.

3 MS. KEON: So all of the things that you

4 are addressing are really not affected by their

5 request to be included in the GRID?

6 MR. HARTNETT: Well, that's a way to get

7 around it.

8 MS. KEON: No, it isn't a way to get around

9 it. There are -- you're around it because

10 that's just -- that is what is the current

11 regulation with regard to that. It is really

12 the ability of the City to have some say over

13 the impact that may -- of the University

14 development on the local street.

15 MS. HERNANDEZ: Right.

16 MS. KEON: That is -- if you're included in

17 the GRID, we will likely lose that ability to

18 look at or control or affect those issues,

19 so --

20 CHAIRMAN KORGE: I'm not sure, and the

21 reason I'm not sure is because there would be a

22 development agreement concurrent with that, and

23 that development agreement would be the way by

24 which we would --

25 MS. KEON: If you include them in the GRID,

91

1 there are rights that will come to them from

2 being included in the GRID that would not

3 otherwise come to them.

4 MR. COE: And the problem, Mr. Chairman,

5 is, we don't have the development agreement.

6 MS. KEON: Yeah, we don't have a

7 development agreement, and that's my --

8 MR. COE: So that really inhibits us in

9 voting tonight. This is my problem from the

10 beginning of this.

11 CHAIRMAN KORGE: I understand.

12 MR. COE: We're talking about a development

13 agreement that may or may not come to fruition.

14 I've been sitting on this Board, with a hiatus,

15 since 1993, and all I've been hearing about is

16 the development agreement. This is 2010.

17 MR. SALMAN: Yeah, but the difference here

18 is that they have one big hammer that's going

19 to come and land on them --

20 CHAIRMAN KORGE: Yeah.

21 MR. COE: Exactly, they do have a hammer

22 for that.

23 MR. SALMAN: -- in the next six months.

24 MR. COE: And it's coming up. It's coming

25 up. However --

92

1 MR. SALMAN: And if it doesn't happen now,
2 it's going to be very difficult.

3 MR. COE: However -- however, we all know
4 that the constitutionality of that amendment --

5 MR. SALMAN: Agreed.

6 MR. COE: -- will be quickly challenged if
7 it passes.

8 MR. SALMAN: But the --

9 CHAIRMAN KORGE: You bet the University --

10 MR. SALMAN: The implication is that
11 regardless, if it passes, the litigation that
12 will be sponsored by that is going to take
13 years to resolve.

14 MR. COE: Of course. Well, it may not --

15 MR. SALMAN: Because all lawyers have got
16 to eat.

17 MR. COE: It may not be enforced. We don't
18 know.

19 MS. HERNANDEZ: Right. But if you focus on
20 what Staff is recommending, what they're
21 recommending at the present time --

22 MR. SALMAN: Is transmittal only.

23 MS. HERNANDEZ: -- is transmittal, and
24 then -- but you need to read the three
25 amendments, and that's why I keep going back to

93

1 the PowerPoint language, because I think
2 it's -- in its simplest form, what it is doing
3 is, it's setting up the dominoes in such a way
4 that unless this happens and this stays
5 standing, if this falls, then this falls, and
6 the last one falls. So, if you review the
7 first one, it's a recommendation of
8 transmittal, and then it's a recommendation
9 that, in the event that the City Commission
10 approves -- supports the proposed Comprehensive
11 Plan amendments, that it's made subject to
12 approval of a development agreement, so that if
13 the development agreement doesn't happen, the
14 Comp -- you know, again, the domino effect. If
15 A doesn't happen, then B won't happen, and C
16 won't happen.

17 So Staff has strategically drafted it in a
18 way so that the City is protected, while at the
19 same time facilitating the movement forward of
20 certain requests, and that's --

21 I mean, Eric, jump in at any time.

22 MR. RIEL: No, you're correct. I mean,
23 that's why we'd asked for three separate
24 motions. This is a transmittal --

25 MR. SALMAN: But once we vote on this

94

1 issue, that's it. We'll never see it again.

2 MR. RIEL: The Board, as an LPA, makes a
3 recommendation to the City Commission, and
4 then, obviously, it goes to the DCA. But no,
5 you're correct, it will not come back to the
6 Board.

7 MS. HERNANDEZ: But the development
8 agreement will come back to you.

9 MR. RIEL: The development agreement will,
10 but this Comprehensive Plan amendment will not.

11 MR. SALMAN: Wait a minute.

12 MR. COE: Then, if we want to change what
13 we've done tonight in mitigation, our hands are
14 tied.

15 MS. HERNANDEZ: You will --

16 MR. RIEL: That will be the subject of
17 discussion in the August meeting, and then --

18 MS. HERNANDEZ: At the development
19 agreement stage.

20 MR. RIEL: Right. That recommendation will
21 then proceed to the Commission, and when they
22 receive second reading in September, these will
23 be --

24 MR. COE: Mr. Riel, Mr. Riel, hold on.

25 Let's say we pass all three proposals, all

95

1 three Staff recommendations, tonight. In the
2 August meeting, we're going to have the final
3 development agreement, and we look at the
4 development agreement that's being proposed,
5 and we say, "Well, if this is the development
6 agreement that both the City and the University
7 are on board with, had we known that, we might
8 not have voted for Item 2 or Item 3. Our hands
9 are tied."

10 MR. RIEL: I disagree. I mean, I think you
11 can, if you don't agree with the development
12 agreement, just not recommend approval of it,
13 and obviously, your recommendation goes to the
14 Commission, and ultimately they have the
15 authority, so I disagree.

16 MS. HERNANDEZ: And they seriously consider
17 your position.

18 MS. KEON: We are voting on transmittal
19 of --

20 MR. RIEL: Transmittal of only the Comp
21 Plan amendment, and the second one is, if the
22 Commission recommends approval, that it be
23 conditioned subject to a development agreement,
24 which the University has agreed to this evening
25 on the record.

96

1 MS. KEON: Right, but what I'm asking you
2 is, our recommendation is for this entire
3 package, not the individual elements.

4 MR. RIEL: It's for six -- A through F, six
5 amendments. Three of them are text and three
6 of them are map amendments.

7 MS. KEON: But are we voting on transmittal
8 of --

9 MR. RIEL: All six.

10 MS. KEON: All six at one time, so we can't
11 separate them?

12 MR. RIEL: That's Staff's recommendation.
13 You can certainly separate them --

14 MS. HERNANDEZ: Right.

15 MR. RIEL: -- and if you do not agree with
16 A through F, you can certainly recommend denial
17 or take a separate vote on those A through F.

18 MS. KEON: Okay. I would like to -- At
19 what point do I deal with this? At some point,
20 I would like to make some recommendation that
21 we deny F.

22 MR. BEHAR: Could I get some clarification,
23 before you do that?

24 MS. KEON: So that's why I'd like to know
25 if you're going to do it first, then how are

97

1 you going to --

2 MR. FLANAGAN: I still have FAR questions.

3 CHAIRMAN KORGE: Well, we're being asked to
4 make three -- vote on three motions that are on
5 Page 2.

6 MS. HERNANDEZ: Right.

7 MS. KEON: Right.

8 CHAIRMAN KORGE: The first three
9 paragraphs. Where does F fit into that, Eric?

10 MR. COE: It's not. It's all --

11 MS. HERNANDEZ: Wait, Page 2 of --

12 CHAIRMAN KORGE: Of the City's
13 recommendation.

14 MS. HERNANDEZ: Because on the application,
15 the GRID is D. So let's go to the City's
16 recommendation.

17 MR. RIEL: It's actually two. It's the
18 text amendment as well as a map amendment.

19 MS. HERNANDEZ: Right.

20 CHAIRMAN KORGE: On Page 2 of the City's
21 memorandum -- well, actually, it's to us, the
22 memorandum to us as the Local Planning Agency,
23 on Page 2 --

24 MS. HERNANDEZ: Uh-huh.

25 CHAIRMAN KORGE: -- the recommendations.

98

1 MS. HERNANDEZ: And E.

2 CHAIRMAN KORGE: The three paragraphs at
3 the top of that, those are the three motions
4 that we need, correct?

5 MR. RIEL: Correct.

6 MS. KEON: That is the three motions that
7 they would like to recommend that you do.

8 CHAIRMAN KORGE: Yeah, that's what I'm
9 asking. That's three motions. You wanted to
10 know where F fits into this. Where does F fit
11 into those three motions? Which of those three
12 motions would approve or disapprove or modify
13 F?

14 MR. RIEL: The first motion is for the
15 transmittal of the Comprehensive Plan
16 amendment. If you'd like to remove one of the
17 A through F, that would be the appropriate
18 motion to do so.

19 CHAIRMAN KORGE: Okay.

20 MS. HERNANDEZ: Right.

21 MS. KEON: I would like to make a motion
22 that we remove the item dealing with the GRID.

23 MS. HERNANDEZ: That's D and E.

24 CHAIRMAN KORGE: You have to move to
25 approve without that item.

99

1 MR. COE: That's Paragraphs D and E.

2 CHAIRMAN KORGE: Paragraph Number 1, D.
3 What you would do is approve -- you would
4 recommend --

5 MS. KEON: Then let's go through each of
6 the other things, then, and then we can vote on
7 that.

8 CHAIRMAN KORGE: Go through each of the
9 other ones?

10 MS. KEON: Go to each of the other
11 recommendations that are included with that, so
12 that, if we move it, we're moving -- we will
13 know what we're removing and what we're keeping
14 in.

15 MS. HERNANDEZ: Okay.

16 MR. BEHAR: I have some questions that I'd
17 like to get answers before we go there, please.

18 MS. KEON: Absolutely, yes. That's what
19 I'd like us to do, maybe go through each of
20 these.

21 MR. BEHAR: Mr. Riel, can you please
22 clarify something for me? On Page 13 of the
23 PowerPoint presentation, there's -- one of the
24 items is conveyance of certain City lands to
25 the University. What City land is being

100

1 conveyed to the University?

2 MR. RIEL: As was mentioned in the

3 presentation, it includes the waterway, the

4 water body within the University, certain

5 roadways. Basically, that's the properties.

6 CHAIRMAN KORGE: What's the --

7 MR. SALMAN: These are right-of-ways that

8 we're transmitting?

9 MR. RIEL: Some of the right-of-ways and

10 then basically --

11 MR. SALMAN: It's like a right-of-way

12 vacation? We're vacating those right-of-ways?

13 MR. RIEL: Well, they're actually under the

14 ownership of the City.

15 MR. SALMAN: Correct, but we're now

16 releasing ownership and conveying them, the

17 City?

18 MS. HERNANDEZ: Well, you're not vacating

19 it, but there will be --

20 MR. BEHAR: You're conveying ownership to

21 the --

22 MS. HERNANDEZ: There will be -- That's a

23 separate process. This is just the regulatory

24 process, vis-a-vis the rights-of-way.

25 MR. FLANAGAN: Do we have a map of what

101

1 we're talking about?

2 MS. HERNANDEZ: I'm sure that we have many

3 maps about what we're talking about.

4 MR. SALMAN: And then that area will be

5 transmitted into the acreage that --

6 MS. HERNANDEZ: Right.

7 MR. SALMAN: -- the FAR is then applicable

8 to?

9 MS. HERNANDEZ: Right, with a cap, as was

10 presented at the beginning, of 6.8, I believe.

11 MR. BEHAR: But going back -- and

12 Mr. Siemon, I have a question for you. You

13 mentioned several things I need you to clarify

14 for me. You mentioned that there's 15

15 percent -- on Page 5, 15 percent of the total

16 floor area will be permitted under the

17 "University Multi-Use Area." Is that correct?

18 The question that I would have is a follow-up

19 question. What is the total floor area that

20 we're talking about?

21 MR. SIEMON: In the "University Campus," it

22 would be 6.8 million square feet. And what the

23 15 percent is, that retail could be 15 percent

24 of the "Multi-Use Area," the floor area within

25 that area only.

102

1 MR. BEHAR: Do I have a sense of what total

2 that would be in that area? I mean, is it

3 going to be a hundred thousand square feet? Is

4 it going to be half a million square feet?

5 CHAIRMAN KORGE: How big is the area? Do

6 we know?

7 MR. FLANAGAN: I think that was one of my

8 questions. What's the development potential

9 now of that "Multi-Use Area" --

10 MR. COE: Yeah.

11 MR. BEHAR: And let me -- I'm going to

12 bring you up. I'm going to bring you up.

13 MR. FLANAGAN: -- and what's the

14 development potential if we pass this?

15 MR. SIEMON: Actually, the area is the

16 North-South area that is currently in the

17 University's approved UMCAD, but that area is

18 not -- The change is, that area is not in the

19 Comprehensive Plan, and in articulating the

20 particular ancillary and accessory uses which

21 have been interpreted at various times to be

22 permitted under the general language of the

23 Comp Plan, including the conference center, the

24 hotel, that sort of thing, we have recommended

25 that they should be not available in the campus

103

1 as a whole, but they should be confined to the

2 North-South area, and that if we're going to

3 amend the plan to specify the uses, we ought to

4 amend the plan to geographically limit where

5 those uses can take place.

6 MR. SALMAN: So, basically, what you're

7 saying is that 15 percent of the 6.9 would have

8 to occur in that special area?

9 MS. HERNANDEZ: Right.

10 MR. SALMAN: That's what you just said.

11 MR. SIEMON: It could. A maximum of 15

12 percent of the floor area within the "Multi-Use

13 Area" could be retail. That's what it says.

14 MR. FLANAGAN: Not the 6.9.

15 MR. SIEMON: It's not of the 6.9.

16 MR. FLANAGAN: Yeah, there's already some

17 built environment.

18 MR. SIEMON: Yeah.

19 MR. FLANAGAN: How much -- What's the total

20 square foot on campus?

21 MR. SIEMON: Right now?

22 MR. FLANAGAN: Yeah.

23 MR. SIEMON: 4.3 million square feet.

24 MR. FLANAGAN: 4.3?

25 MR. SIEMON: That's what I was -- 4.3.

104

1 MR. SALMAN: That's existing?
2 MR. SIEMON: That's what I'm told.
3 MR. COE: We're talking about another
4 million square feet.
5 MR. SIEMON: No --
6 MR. FLANAGAN: No, 2.5.
7 MR. COE: Or even more.
8 MR. SIEMON: 2.5 million square feet.
9 MR. COE: I think it's double what I just
10 did.
11 MR. BEHAR: But that area will allow
12 almost -- in excess of a million square feet of
13 development. 15 percent of 6.8 is a
14 million --
15 MR. SIEMON: No, it's not 6.8. It's 6.8
16 of -- it's 15 percent of whatever development
17 takes place in the "Multi-Use Area."
18 CHAIRMAN KORGE: In that strip of land.
19 MR. SIEMON: It says you can do certain
20 uses, hotel, conference, et cetera, that are
21 listed, and you can include retail in that
22 area, as a part of it, but that retail can be
23 no more than 15 percent of the total
24 development which is permitted in the
25 "Multi-Use Area."

105

1 MR. BEHAR: So, then, we're introducing a
2 commercial use -- we'll be introducing a new
3 commercial use in that area.
4 MR. COE: Yes.
5 MR. SIEMON: That's correct.
6 MR. COE: Yes, we will.
7 MR. FLANAGAN: I mean, we're talking about
8 retail, full-fledged retail, walk in off the
9 street, open a Publix --
10 MR. SIEMON: Ancillary to or which serve
11 the other uses permitted in the "University
12 Campus" and "University Campus Multi-Use Area."
13 MR. COE: Why couldn't you have a Publix?
14 MR. SIEMON: So a restaurant in the hotel,
15 for example.
16 MR. COE: You couldn't have a Publix?
17 Wouldn't that be serving the University
18 community?
19 MR. SIEMON: No.
20 MR. COE: Really? You have to go someplace
21 else to go to a market?
22 MR. SIEMON: I think a Publix would
23 primarily be serving off-campus uses.
24 MR. BEHAR: But a hotel with a restaurant,
25 I could walk into the hotel, stay at the hotel

106

1 and go to the restaurant.
2 MR. COE: I don't see what the difference
3 is.
4 MR. SIEMON: It's the primary use, has
5 always been the definition of what's permitted
6 on campus.
7 MR. COE: So, if Publix wanted to open up a
8 store that caters to residential University
9 students and so forth, they wouldn't be
10 permitted to do that?
11 MR. SIEMON: If it was primarily -- I mean,
12 the definition, does it primarily serve the
13 University population? So if it was a 5,000
14 square foot Publix --
15 MR. COE: Sure, a small Publix.
16 MR. SIEMON: -- it probably --
17 MR. SALMAN: Whatever retail would have to
18 be --
19 MR. SIEMON: It probably would be
20 appropriate.
21 MR. SALMAN: -- University focused, not
22 greater public-at-large focused.
23 MR. SIEMON: In the retail, yes.
24 CHAIRMAN KORGE: To me, primary means the
25 person's focus.

107

1 MR. SALMAN: That's why it's primary.
2 MR. BEHAR: There was a mention that, yes,
3 the actual acreage is 225. All along, there
4 has been talk about a total FAR of 6.8 million
5 square feet, because it was an equation
6 mathematically -- as Mr. Guilford cleverly put
7 it, mathematically -- a correction, but the
8 true matter, the fact of the matter is that you
9 really have 225 acres. As a member of the
10 development committee -- community, I have to
11 base my FAR of what I have. 6.8 was a
12 hypothetical number that was wrongly
13 calculated. The truth of the matter, you only
14 have, if I understood correctly, like a 5.3
15 FAR, based upon your present factor of .5,
16 which you also want to increase to .7, in order
17 to reach to a 6.8, all right? Good time for
18 you to be there. As a developer or a member of
19 the development committee, whenever we ask for
20 benefits such as this, we have to give, in
21 return, to the municipality some sort of
22 contribution. What is the contribution the
23 University is preparing to give the City for
24 having so much benefit given to them? I know
25 at one point, long -- you know, I remember

108

1 hearing like a 35 million dollar contribution
2 in lieu of taxes. I hope, certainly hope, that
3 that number will increase today.

4 MR. COE: That's the development plan we
5 don't have.

6 MR. BEHAR: Well --

7 MR. BASS: If this would be an appropriate
8 time, I'd like to address some of the questions
9 that seem to be directed to the University, as
10 best I can. If I miss one, please let me know
11 and I'll come back to it.

12 First and foremost, historically, the
13 North-South or what has been referred to as the
14 North-South Development Zone has historically
15 been shown to include one million square feet
16 of development, in that area. That's been on
17 our plans for some time. There's nothing new
18 or novel about dedicating that type of
19 development to this location. That's been the
20 case. We're simply changing the name of it.
21 It makes, from a municipal planning standpoint,
22 all the sense in the world to do correct
23 development there, because of its access to
24 local and regional transit. I think it's
25 beyond fair debate that we need to bring our

109

1 development closer to transit, not further away
2 from it, and it's not too easy to expand our
3 rail transit system.

4 So, Mr. Behar, with respect to the
5 calculation question, if it's one million
6 square feet of permissible development in that
7 zone, the 15 percent applied to that would net,
8 of the total amount of development in what we
9 now refer to as the "Multi-Use Area," 150,000
10 potential square feet of development there
11 within that band width.

12 But this is a very important point for me
13 to observe to this Board, a fact so obvious
14 that I think we kind of blew through it.
15 You're not approving zoning tonight, all right?
16 You are not approving any use. You're not
17 approving a Publix. You're not approving a
18 Starbucks. You're not approving a
19 drive-through, and I say Starbucks because
20 there is a Starbucks in the library, thank God.
21 Thank God, okay? There's a Starbucks in the
22 library, and it principally sells the exact
23 same type of espresso that every other
24 Starbucks sells. It just sells it principally
25 to students who are on the campus.

110

1 And so that is the organizing concept
2 behind the type of commercial retail we see
3 there, not a PetSmart, right? Not a Payless
4 Shoes, but the types of uses that would really
5 help make this a more livable, sustainable
6 campus.

7 So we're not approving a Zoning Code.
8 We're simply saying, the initial part of a very
9 long series of conversations that we're going
10 to have to have, if you want to do this type of
11 development on the campus, this is where you
12 should do it. And we have to come back to you
13 in the UMCAD process, when we start talking
14 about approving specific uses at specific
15 locations. So that's that.

16 Mr. Behar, with all due respect, there was
17 no mistake with the 6.8 million square foot
18 number. The 6.8 million square foot number is
19 the aggregation of the square footage, rounded,
20 but the 6.7, blah, blah, blah, is the
21 aggregation of the square footage that has been
22 shown on our campus plans that had been
23 approved, and those plans aren't changing by
24 virtue of what you're doing here. What
25 happened was, that development plan, those

111

1 buildings on that UMCAD campus plan, are what
2 they are. There's nothing new or novel about
3 that. What happened, however, is, we learned
4 that the acreage that we thought we owned,
5 within our boundaries, we do not own. So we
6 ended up with a potential mathematical
7 shortfall, not because we're trying to build
8 more than 6.8 million square feet, but because
9 the division equation needed to be adjusted
10 because the acreage upon which that square
11 footage exists was not owned by us.

12 So, in terms of the palpable net effect of
13 this, it's not to move from 6.8 million square
14 feet to something else. It is simply to
15 conform our existing building programs to our
16 actual acreage, based on the unforeseen
17 scrivener's error that occurred. So that's how
18 we walked through the mathematics. We just
19 walk in a circle back to our UMCAD plan.

20 MR. BEHAR: With all due respect, let me
21 clarify that for you. You used, in your
22 calculation, land that did not belong to the
23 University, correct? That was land that you
24 are asking to be conveyed to you at this time.

25 MR. BASS: No, and let me answer that

112

1 question. There is nothing in this application
2 that seeks to convey land to us.

3 MR. BEHAR: The waterways that we're
4 talking about --

5 MR. BASS: Let me clarify that, and I'm
6 sorry, I had something in my eye.

7 We are not, tonight, being conveyed any
8 property. That's not happening.

9 MS. HERNANDEZ: Right.

10 MR. BASS: There is a slide in your book
11 that talks to that issue, and that is one of
12 the things that we're talking about within the
13 context of the development agreement.

14 MS. HERNANDEZ: Correct.

15 MR. BASS: But to be sure, tonight, you are
16 not giving us any land. You are not giving us
17 a waterway. In terms of the big cleanup
18 exercise, of which this is the big first
19 important part that we need to clean up, our
20 ownership of these streets and waterways is
21 something that this would be -- that would be
22 appropriate to clean up, and we hope to clean
23 them up, first and foremost, through the
24 development agreement, and then through the
25 appropriate City Boards and processes through

113

1 which we must run in order to convey them, if
2 it is the will of the City, ultimately, to
3 convey them.

4 And then, Mr. Behar, to address your -- The
5 final hanging part of your question was with
6 respect to mitigation, and that question gives
7 me the opportunity to tie together some of the
8 sequencing issues that Staff has talked about,
9 because if and when you favorably recommend to
10 transmit, and I hope you do, and if and when we
11 complete negotiations of a development
12 agreement, and I'm confident we will -- and
13 I'll tell you a quick story about the
14 development agreement, because nobody has
15 suffered more pain in connection with the
16 development agreement than I have, because
17 during one of a million attempts at it, I was
18 hit by a car, right in front of City Hall,
19 while everybody was waiting for me to come into
20 the room.

21 MS. HERNANDEZ: Complaining about his
22 lateness.

23 MR. BASS: I was hit by a car, thrown into
24 the park across the street here, had my ribs
25 broken, and what did I do? I came back to the

114

1 meeting before going to a certain unnamed
2 hospital, because I knew it was so important to
3 conclude those negotiations. I have every
4 confidence we will. But the question of the
5 mitigation, and the answer of your "If we do
6 this, what's in it for us," that question will
7 be presented to you soon, when we present to
8 you a development agreement that attempts to
9 corral all of these types of issues together
10 and bring them before the Commission at the
11 same time for adoption, this fall.

12 I think I answered every question that was
13 up there and then some. So, again, this would
14 be an appropriate time for me to sit down.
15 Thank you.

16 MR. SALMAN: But does that development
17 agreement come to this Board?

18 MR. BASS: Yes.

19 MR. SALMAN: All right.

20 MS. HERNANDEZ: Okay.

21 MR. BEHAR: Madam Attorney, you have stated
22 several times that you have not been involved
23 in the -- in this process.

24 MS. HERNANDEZ: I've not been involved in
25 putting together the documents or whatever.

115

1 I'm just going through what Staff is asking you
2 to do, with you tonight.

3 MR. COE: When did you receive the
4 documents?

5 MS. HERNANDEZ: The same time you did.

6 MR. COE: Monday?

7 MS. HERNANDEZ: Yes.

8 MR. RIEL: Understand, Board Members, the
9 recommendation that's before you is a
10 recommendation from the Planning Department,
11 evaluation of the Comp Plan, for transmittal of
12 a Comp Plan amendment, which is under the
13 authority of the Department, and it's no
14 different than any other Comp Plan changes that
15 have come before you in the past.

16 MR. BEHAR: Mr. Riel, I can't quite agree
17 with that. In light of what I've heard so far,
18 being the time of year -- and as a matter of
19 fact, with this item before us, one of the
20 Board members is on vacation, and I foresee
21 that a lot of residents may be on vacation, as
22 well, the fact that our City Attorney has not
23 really had the chance to properly analyze this,
24 and the fact that the development agreement has
25 not been submitted and we have no idea what is

116

1 going to come, I'm going to make a motion to
2 defer this item.

3 MS. HERNANDEZ: And from my perspective,
4 just so that you understand, I have thoroughly
5 reviewed the item this week, and what I was
6 telling you and have told you three times, all
7 that Staff is asking you to do is to do
8 transmittal at the present time and tie it as a
9 domino theory. So, you know, you've asked me
10 specific questions that I cannot answer unless
11 I'm able to further evaluate, because I have
12 not been involved in the drafting. Mr. Siemon
13 has been assisting Mr. Riel in that issue.

14 MR. SALMAN: Ably-est (phonetic).

15 MS. HERNANDEZ: Pardon me?

16 MR. SALMAN: Ably-est.

17 Robert, I share your concerns. I cannot
18 second your motion. I am concerned, and at the
19 same time, I understand that this is actually
20 the beginning of a discussion --

21 MS. HERNANDEZ: Right.

22 MR. SALMAN: -- and that in order for that
23 discussion to move forward --

24 MS. HERNANDEZ: Exactly.

25 MR. SALMAN: -- to allow the City Manager

117

1 to move forward with his discussions with the
2 City -- I think he's heard us all very clearly
3 today, and I'm glad to see he's here, as well
4 as the University -- where this Board is going
5 to sit on that development agreement.

6 What we do here today is really just, by
7 virtue of the fact that the University has
8 excluded any possible right of any possible
9 benefit for this transmittal, I'm going to be
10 the University's best friend and worst enemy
11 today. I'm actually going to recommend that we
12 go ahead and move to transmit this document --

13 MS. HERNANDEZ: Right.

14 MR. SALMAN: -- and I say that with
15 deprecation, because when I see -- and I know
16 the involvement of the neighborhood and the
17 area -- six people, three for and three
18 against, that means nobody heard what was going
19 on. And when I tell you that regardless of
20 whatever you do, that word needs to get out in
21 a much more timely fashion. I'm sure that we
22 were noticed at my house, but I was on
23 vacation. In fact, part of the reason for this
24 meeting today is because I was on vacation, as
25 well as some other people, and we were trying

118

1 all desperately to make this happen for you and
2 for the City, because we understand the
3 importance, and let's see if we can put a lot
4 of the issues we have to bed.

5 Unfortunately, the timing of this event
6 puts the cart before the horse. We are
7 allowing the transmittal for review and
8 possible approval at the DCA level without
9 having a development agreement in place, but we
10 all understand the timing implications and why
11 we're doing it that way, but I can -- Please
12 rest assured that my acquiescence at this point
13 will be only tripled, quadrupled or taken to
14 infinity when it comes back as a development
15 agreement. There's a lot of issues here.
16 There's a lot of interconnectivity issues
17 between the University and the City that need
18 to be resolved. There's a lot of issues with
19 regards to the future viability of the
20 University as an operating community that need
21 to be resolved. Chief among them, I think, are
22 life safety issues with regards to internal
23 circulation, which have never really been
24 properly addressed to my satisfaction, as well
25 as how the implication of this special district

119

1 is going to relate to a street level or street
2 plan from just a general planning point of view
3 for the community.

4 One of the biggest issues that I've had
5 personally with the University, besides the
6 fact that I love the University, I love walking
7 there every night, you know, with my kids -- we
8 ride our bikes through there. It's a wonderful
9 place. It is a million times better than it
10 was 10 years ago, than it was 20 years ago, and
11 I'm getting so old that I'm beginning to
12 remember 30 years ago, all right? I was 17, 30
13 years ago. That's scary.

14 Anyway, the reality is that I want this
15 thing to work. I really want this to go
16 forward. But at the same time, I caution you.
17 I caution you very much, because unfortunately,
18 everyone here went to college and some of us
19 even went to UM -- some of us didn't -- but the
20 reality is that we're going to be looking at it
21 very hard, and with that admonishment, I mean,
22 I would like to move that we move this
23 transmittal, and the transmittal only, forward.

24 CHAIRMAN KORGE: Well, there's still a
25 motion, but there's no second for that.

120

1 MR. SALMAN: I thought it died. There was
2 no second. It was a long pause as second.

3 CHAIRMAN KORGE: Okay, good enough. Okay.
4 Go ahead. What's your motion? I'm sorry.

5 MR. SALMAN: My motion is to move Staff's
6 recommendation to transmit.

7 MR. FLANAGAN: And I'll second that motion,
8 being very clear that it's purely the motion to
9 transmit. There is no recommendation -- and I
10 don't know if it's appropriate that we suggest
11 that the Commission transmit without
12 recommendation. I don't know if we have the
13 power to suggest that or not. I do also want
14 to say, I'm also concerned. I'm disappointed
15 that we got our packets on Monday afternoon,
16 with really not enough time to go through
17 everything. I think that's been evident by a
18 lot of our questions and confusion, and some
19 better planning, I think, really would have
20 been appropriate, to have done the development
21 agreement in advance and worked hard or worked
22 harder to get it done, because that surely
23 would have made us a lot more comfortable,
24 would have made this night a lot easier, and
25 the only reason I think that this is going --

121

1 well, you've got the motion and a second, who
2 knows what the vote is going to be, but it's
3 because it is purely a recommendation for
4 transmittal and nothing else.

5 CHAIRMAN KORGE: Okay, we have a motion and
6 a second to approve the first --

7 MS. KEON: I would like --

8 CHAIRMAN KORGE: Well, let me say what the
9 motion is, and then --

10 MS. KEON: Okay.

11 CHAIRMAN KORGE: -- we'll discuss it.

12 MS. KEON: Sure.

13 CHAIRMAN KORGE: The first motion is to
14 recommend approval of the recommendation on
15 Page 2 of the memo, the first recommendation.
16 The first paragraph on Page 2 recommends that
17 the Local Planning Agency -- that's us --
18 recommend transmittal of the proposed
19 Comprehensive Plan amendments as referenced in
20 the below Ordinance title and attached as
21 Attachment A, for the University of Miami, City
22 of Coral Gables Campus, to the Department of
23 Community Affairs for review, pursuant to
24 Section 163.3187 of the Florida Statutes, 2010.

25 So that's the motion, seconded.

122

1 You have the floor.

2 MS. KEON: I would like to know if you're
3 accepting an amendment to remove D and E, that
4 deal with the GRID, the inclusion of -- the
5 amendment to include the University of Miami
6 campus and several contiguous properties
7 outside the campus in the geographical
8 description of the Gables Redevelopment Infill
9 Area, also known as a Transportation
10 Concurrency Exemption Area, including the area
11 bounded by Ponce, et cetera, and E, which
12 does -- which also deals with the inclusion in
13 the GRID for some other properties.

14 It is D and E that I would like to see
15 removed from the recommendation to transmit, or
16 in some way --

17 MS. HERNANDEZ: Denied.

18 MS. KEON: -- denied.

19 MR. SALMAN: Denied.

20 MS. KEON: Right.

21 MS. HERNANDEZ: Denied, not removed.

22 MR. SALMAN: Denied.

23 MS. KEON: To deny. To deny D and E.

24 MR. COE: I will second Ms. Keon's
25 amendment.

123

1 MR. SALMAN: And I will accept it.
2 Will the second accept?

3 MR. FLANAGAN: Actually, I won't accept
4 that amendment. I think the transmittal is
5 important to hear the discussion at the
6 Commission level, to let the DCA review it,
7 give their interpretation or opinion, let the
8 RPC review it and give their opinion. It
9 allows for much greater discourse, which is
10 what I really -- I think it all needs.

11 Pat, I'm concerned --

12 MS. KEON: Right, but ours is only a
13 recommendation to deny.

14 MR. FLANAGAN: Well, we're not
15 recommending --

16 MS. HERNANDEZ: You're recommending
17 transmittal, but with a --

18 MR. COE: Recommendation to deny.

19 MS. KEON: Recommendation to deny D and E.
20 That's a recommendation. It doesn't stop them
21 from considering --

22 MS. HERNANDEZ: Not to withdraw it. You
23 don't want to withdraw it.

24 MR. COE: Well, I think Ms. Keon is
25 absolutely correct. I'm not satisfied, in

124

1 spite of the able City Attorney, who's a very
2 knowledgeable person, in spite of the wonderful
3 presentation by various people at the
4 University of Miami, that we do not have
5 unintended consequences in just voting
6 transmittal, and I want to avoid unintended
7 consequences. I think Ms. Keon's amendment was
8 appropriate and I think it should be adopted.
9 That's why I seconded it.

10 CHAIRMAN KORGE: Well, before we accept
11 your second, if it's a friendly amendment, then
12 there's no need for a second, and we vote just
13 the one motion as amended; am I correct? So --

14 MR. SALMAN: One motion, I accepted the
15 amendment --

16 MR. FLANAGAN: I seconded.

17 CHAIRMAN KORGE: Did you --

18 MR. FLANAGAN: Are we continuing with the
19 recommendation --

20 MS. HERNANDEZ: To transmit.

21 MR. FLANAGAN: -- to still transmit?

22 MR. COE: Yeah, everything is being
23 transmitted --

24 MR. SALMAN: Transmitted with a
25 recommendation for denial.

125

1 MR. COE: -- with a recommendation that
2 these be denied.

3 MS. KEON: But we're denying -- we are
4 recommending that those two items be denied.

5 MS. HERNANDEZ: Yeah, she changed the word
6 from withdrawal to denial.

7 MR. COE: Everything is being transmitted.
(Simultaneous voices)

9 MR. COE: No, no, so you're --

10 CHAIRMAN KORGE: You accept that as a
11 friendly amendment?

12 MR. FLANAGAN: I accept. I was under the
13 impression that we weren't going to transmit
14 that.

15 CHAIRMAN KORGE: There's just one motion
16 now. It's our motion to --

17 MS. HERNANDEZ: Our court reporter is
18 really having a hard time with this.

19 CHAIRMAN KORGE: So let me -- excuse me.
20 We have one motion, which is transmittal, as I
21 read before, with a recommendation to deny
22 Items D and E, relating to the expansion of the
23 GRID. That's only thing that --

24 MR. SALMAN: The only thing we have to vote
25 on.

126

1 MS. KEON: Inclusion of the GRID.

2 MS. HERNANDEZ: Correct.

3 CHAIRMAN KORGE: Yes. Whatever. That's
4 what's on the table. That's the only thing
5 we're voting on.

6 MS. HERNANDEZ: Right.

7 CHAIRMAN KORGE: Correct?

8 MS. HERNANDEZ: Correct.

9 CHAIRMAN KORGE: Okay. Any more discussion
10 about this?

11 Hearing no discussion, we'll take the roll.

12 MS. MENENDEZ: Robert Behar?

13 MR. BEHAR: I feel better with your revised
14 motion, but no.

15 MS. MENENDEZ: Jack Coe?

16 MR. COE: Yes.

17 MS. MENENDEZ: Jeff Flanagan?

18 MR. FLANAGAN: Yes.

19 MS. MENENDEZ: Pat Keon?

20 MS. KEON: Yes.

21 MS. MENENDEZ: Javier Salman?

22 MR. SALMAN: Yes.

23 MS. MENENDEZ: Tom Korge?

24 CHAIRMAN KORGE: Yes.

25 That concludes our meeting.

127

1 MR. RIEL: So the Board is not going to
2 entertain the motion in terms of recommendation
3 regarding the condition -- the Recommendation
4 Number 2?

5 MS. HERNANDEZ: Right, Number 2 and Number
6 3.

7 MR. COE: Oh, we forgot.

8 MR. FLANAGAN: Oh, Tom --

9 MS. HERNANDEZ: Mr. Chairman --

10 MR. SALMAN: There are two more issues.

11 MS. HERNANDEZ: We still have --

12 MR. FLANAGAN: There are two items left to
13 vote on.

14 MS. HERNANDEZ: We still two other motions
15 that we're asking you to vote --

16 CHAIRMAN KORGE: Oh, my apologies. You're
17 absolutely right.

18 MS. HERNANDEZ: And you're making me --

19 CHAIRMAN KORGE: There were three --

20 MS. HERNANDEZ: -- sit here, stressed out.

21 CHAIRMAN KORGE: Three separate motions, I
22 apologize. I need a motion for the second
23 recommendation.

24 MS. HERNANDEZ: Second, right.

25 MR. FLANAGAN: So moved.

128

1 CHAIRMAN KORGE: Let me just read that --
 2 MS. HERNANDEZ: Can we read it? Right,
 3 read it.
 4 CHAIRMAN KORGE: -- into the record.
 5 The second motion is for us, as the Local
 6 Planning Agency, to recommend that in the event
 7 the City Commission supports the Comprehensive
 8 Plan amendments, that such approval be made
 9 subject to the approval of a development
 10 agreement between the City and the University,
 11 providing for the future growth and development
 12 of the University and subject to appropriate
 13 mitigation of any potential adverse impacts to
 14 the City and its residents.
 15 Is there a second for that motion?
 16 MR. COE: Hold on. Before we second that,
 17 I think, don't we also have to include denial
 18 of D and E? Don't we have to carry that
 19 through?
 20 MS. HERNANDEZ: No, no.
 21 MR. SALMAN: No.
 22 MS. HERNANDEZ: Because you've already
 23 indicated that you're seeking transmittal of
 24 the Comp Plan amendments with a recommendation
 25 of denial for D and E. The second one is just

129

1 saying --
 2 MR. RIEL: The development agreement.
 3 MS. HERNANDEZ: -- "Commission, if you
 4 approve, tie to it a development agreement."
 5 So you do not need to carry forward --
 6 MR. COE: Okay.
 7 MS. HERNANDEZ: -- D and E.
 8 CHAIRMAN KORGE: Is there a second for that
 9 motion?
 10 MS. KEON: I'll second.
 11 CHAIRMAN KORGE: There's a second for the
 12 motion. Is there any discussion on that
 13 motion?
 14 Hearing no discussion, we'll take the roll
 15 on that motion.
 16 MS. MENENDEZ: Jack Coe?
 17 MR. COE: Yes.
 18 MS. MENENDEZ: Jeff Flanagan?
 19 MR. FLANAGAN: Yes.
 20 MS. MENENDEZ: Pat Keon?
 21 MS. KEON: Yes.
 22 MS. MENENDEZ: Javier Salman?
 23 MR. SALMAN: Yes.
 24 MS. MENENDEZ: Robert Behar?
 25 MR. BEHAR: Yes.

130

1 MS. MENENDEZ: Tom Korge?
 2 CHAIRMAN KORGE: Yes.
 3 The third item, do we have a motion for the
 4 third one, which would be, the recommendation
 5 is in furtherance of the Comprehensive Plan
 6 Goals, Objectives and Policies and the Zoning
 7 Code provisions, and is subject to adhering to
 8 all plans, exhibits and descriptions submitted
 9 by the applicant and provided as Attachment B.
 10 Is there a motion for that?
 11 MR. COE: So move, Mr. Chairman.
 12 MR. SALMAN: Second.
 13 CHAIRMAN KORGE: Moved and seconded. Any
 14 discussion on that motion?
 15 Hearing no discussion, we'll call the roll.
 16 MS. MENENDEZ: Jeff Flanagan?
 17 MR. FLANAGAN: Yes.
 18 MS. MENENDEZ: Pat Keon?
 19 MS. KEON: Yes.
 20 MS. MENENDEZ: Javier Salman?
 21 MR. SALMAN: Yes.
 22 MS. MENENDEZ: Robert Behar?
 23 MR. BEHAR: No.
 24 MS. MENENDEZ: Jack Coe?
 25 MR. COE: Yes.

131

1 MS. MENENDEZ: Tom Korge?
 2 CHAIRMAN KORGE: Yes. Now, that --
 3 MR. COE: Are we finished now?
 4 MS. HERNANDEZ: Yes. We are pleased now
 5 with your --
 6 MR. SALMAN: Do we have any other issues?
 7 MR. RIEL: I have one issue. One issue.
 8 Board Members, I have one issue, one
 9 additional item.
 10 MS. HERNANDEZ: Wait, Jack, Robert,
 11 there's --
 12 If everyone could please leave quietly, so
 13 that we can continue with the matters of the
 14 Board. Thank you.
 15 MR. COE: There's more matters?
 16 MS. HERNANDEZ: Yes. Mr. Planning
 17 Director, go ahead.
 18 MR. RIEL: Thank you.
 19 MR. COE: We have more items.
 20 MS. KEON: Do you want these back?
 21 MR. FLANAGAN: No, we're not -- He's got
 22 more to do.
 23 MS. HERNANDEZ: Again, if you could all
 24 please leave quietly so that we can continue
 25 with the hearing.

132

1 Thank you.

2 CHAIRMAN KORGE: I'm sorry, Eric. I

3 thought this was the only item.

4 MR. RIEL: I just have one other matter.

5 The Department yesterday received an award,

6 from the Department of Community Affairs, for

7 the Comprehensive Plan that we just underwent,

8 and we're one of five cities in the State to

9 receive a Planning Excellence Award for green

10 planning, relative to the mobility element and

11 the green element, and I just wanted to

12 indicate that to the Board, that this is quite

13 an achievement. We were with the City of

14 Gainesville, Tallahassee County, and another

15 smaller city up in Orlando, but we were one of

16 five, and this is from the DCA, not a national

17 planning -- This is the agency that reviews

18 comprehensive plans, which they do hundreds or

19 two hundred a year.

20 MR. BEHAR: Congratulations.

21 MR. RIEL: Thank you.

22 MR. FLANAGAN: Well done.

23 MR. COE: The City Manager just walked out.

24 You should have said all that while he was

25 still sitting here.

133

1 CHAIRMAN KORGE: I'm sure he already knows

2 that.

3 MR. RIEL: I appreciate it. Thank you very

4 much.

5 MS. KEON: Did you tell him?

6 MR. RIEL: I have nothing further.

7 MR. COE: Good job, Eric.

8 MS. KEON: Our next meeting is August 11th?

9 MR. RIEL: No.

10 MS. KEON: No?

11 MR. RIEL: No. July 13th -- July 14th.

12 MR. COE: 14th.

13 MR. SALMAN: Ah, Bastille Day.

14 MS. KEON: Okay.

15 (Thereupon, the meeting was adjourned at

16 8:30 p.m.)

17

18

19

20

21

22

23

24

25

134

C E R T I F I C A T E

1

2

3 STATE OF FLORIDA:

4 SS.

5 COUNTY OF MIAMI-DADE:

6

7 I, JOAN L. BAILEY, Registered Diplomate

8 Reporter, Florida Professional Reporter, and a Notary

9 Public for the State of Florida at Large, do hereby

10 certify that I was authorized to and did

11 stenographically report the foregoing proceedings and

12 that the transcript is a true and complete record of my

13 stenographic notes.

14

15 DATED this 28th day of June, 2010.

16

17

18

19

20 JOAN L. BAILEY, RDR, FPR

21 Notary Commission Number DD 64037

22 Expiration June 14, 2011.

23

24

25

135